

11-3-2016

Thompson v. Thompson Clerk's Record Dckt. 44522

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Divorce Filing without Minor Children

Date		Judge
1/8/2013	New Case Filed - Divorce, No Minor Children	Debra A. Orr
	Filing: B1b - Divorce - No Minor children Paid by: Powell, Wendy M (attorney for Thompson, Patricia J) Receipt number: 0001398 Dated: 1/8/2013 Amount: \$137.00 (Check) For: Thompson, Patricia J (plaintiff)	Debra A. Orr
	Complaint for Divorce Filed	Debra A. Orr
	Summons Issued	Debra A. Orr
	Family Law Case Information Sheet	Debra A. Orr
1/15/2013	Amended Complaint Filed	Debra A. Orr
	Amended Summons Issued	Debra A. Orr
1/17/2013	Acceptance of Service of Amended Complaint & Summons (1/15/13)	Debra A. Orr
	Notice of Service Re: Discovery - Def	Debra A. Orr
	Stipulation for No Contact Order	Debra A. Orr
1/23/2013	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Ludwig, Scot M (attorney for Thompson, Ronald L) Receipt number: 0004395 Dated: 1/23/2013 Amount: \$66.00 (Check) For: Thompson, Ronald L (defendant)	Debra A. Orr
	Answer and Counterclaim	Debra A. Orr
1/29/2013	Order for No Contact	Debra A. Orr
1/30/2013	Notice Of Hearing 3-6-13	Debra A. Orr
	Hearing Scheduled (Motion Hearing 03/06/2013 09:30 AM) defs motn for summ judg	Debra A. Orr
	Defendants Motion for Summary Judgment	Debra A. Orr
	Affidavit of Defendant in support of Motion for Summary Judgment	Debra A. Orr
	Memorandum in Support of Defendants Motion for Summary Judgment	Debra A. Orr
2/5/2013	Hearing Scheduled (Pre Trial 04/05/2013 09:00 AM)	Debra A. Orr
	Order Setting Case	Debra A. Orr
2/12/2013	Stipulation for Substitution Of Counsel - David H Leroy for Wendy M Powell	Debra A. Orr
2/19/2013	Plnt's Affidavit in Opposition to Defn's Motn for Summary Jdmt (fax)	Debra A. Orr
2/26/2013	Plt Supplemental Affidavit in Opposition to Summary Judgment (fax)	Debra A. Orr
3/6/2013	Hearing result for Motion Hearing scheduled on 03/06/2013 09:30 AM: Motion Held defs motn for summ judg	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 03/06/2013 09:30 AM: Motion Granted defs motn for summ-judg-Court GRANTED PARTIAL SUMMARY JUDGMENT	Debra A. Orr
3/14/2013	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
3/20/2013	Order Granting Partial Summary Judgment	Debra A. Orr
3/26/2013	Def Pre-trial Memorandum (fax)	Debra A. Orr
3/29/2013	Motion to Vacate and Reset Discovery Schedule - Plnt's (fax)	Debra A. Orr
	Notice Of Hearing 4/5/13 @ 9:00am (fax)	Debra A. Orr
4/4/2013	Pre-trial Memorandum - Plaintiff (fax)	Debra A. Orr

Divorce Filing without Minor Children

Date		Judge
4/4/2013	Plaintiff's Pre-Trial Memorandum (Fax)	Debra A. Orr
4/5/2013	Hearing result for Pre Trial scheduled on 04/05/2013 09:00 AM: Pre-Trial in Chambers Plnt's Motn to Vacate and Reset Discovery Schedule	Debra A. Orr
	Hearing Scheduled (Court Trial 07/23/2013 09:00 AM) 2 day trial	Debra A. Orr
4/9/2013	Pre-trial Order	Debra A. Orr
	Notice Of Service	Debra A. Orr
4/24/2013	Amended Notice Of Taking Deposition Duces Tecum	Debra A. Orr
4/25/2013	Motion for Access to Real Property and Computer Hard Drive	Debra A. Orr
	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
	Notice Of Taking Deposition Duces Tecum	Debra A. Orr
4/26/2013	Affidavit Of Service subpoena(Dr Terri Gibbs	Debra A. Orr
	Affidavit Of Service subpoena (Ms Anita Flores	Debra A. Orr
	Affidavit Of Service subpoena (Lloyd Markus	Debra A. Orr
	Affidavit Of Service Subpoena (Teresa Brown	Debra A. Orr
	Affidavit Of Service subpoena (Jim Holmes	Debra A. Orr
	Affidavit Of Service subpoena (Mayor Tom Dale	Debra A. Orr
	Affidavit Of Service subpoena (Terry Ruettgers	Debra A. Orr
5/21/2013	Notice Of Service	Debra A. Orr
5/23/2013	Defendant's Second Motion Summary Judgment	Debra A. Orr
	Memorandum in Support of Defendant's Second Motion for Summary Judgment	Debra A. Orr
	Affidavit of Steven D. Severn	Debra A. Orr
	Affidavit of Ronald L. Thompson In support of Second Motion for Summary Judgment	Debra A. Orr
	Notice Of Hearing 6-21-13 (fax	Debra A. Orr
	Hearing Scheduled (Motion Hearing 06/21/2013 09:30 AM) Def 2nd mo sum jud	Debra A. Orr
6/10/2013	Stipulation to the Parties Regarding Marriage and Retirement	Debra A. Orr
6/13/2013	Defendant's third motion for summary judgment	Debra A. Orr
	Memorandum in Support	Debra A. Orr
	Affidavit of Scott M Ludwig	Debra A. Orr
	Affidavit of Ronald Thompson in support of motion for summary judgment	Debra A. Orr

Divorce Filing without Minor Children

Date		Judge
6/13/2013	Notice Of Hearing (7/12/13 at 9:00 a.m.)	Debra A. Orr
	Hearing Scheduled (Motion Hearing 07/12/2013 09:00 AM) Summary Judgment	Debra A. Orr
6/19/2013	Def Witness and Exhibit Disclosure (fax)	Debra A. Orr
6/21/2013	Hearing result for Motion Hearing scheduled on 06/21/2013 09:30 AM: Hearing Held Def 2nd mo sum jud	Debra A. Orr
6/27/2013	Plaintiffs Opposition to Defendants Third Motion and Countermotion for Summary Judgment (fax)	Debra A. Orr
	Affidavit of Patricia J Thompson in Support of Countermotion for Summary Judgment (fax)	Debra A. Orr
	Affidavit of David H Leroy (fax)	Debra A. Orr
	Memorandum in Support of Plaintiffs Countermotion for Summary Judgment and in Opposition to Defendants Third Motion (fax)	Debra A. Orr
	Notice Of Hearing 7-12-13 (fax)	Debra A. Orr
6/28/2013	Notice Of Hearing-Amended (fax)	Debra A. Orr
7/2/2013	Witness and Exhibit List - Pltf (fax)	Debra A. Orr
7/9/2013	Supplement to the Affidavit of Patricia Thompson (fax)	Debra A. Orr
7/12/2013	Motion Held Hearing result for Motion Hearing scheduled on 07/12/2013 09:00 AM: Motion Held Summary Judgment/Plts motn to vacate and reset discovery schedule	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 07/12/2013 09:00 AM: Motion Granted Summary Judgment/Plts motn to vacate and reset discovery schedule-Mr. Ludwig to prepare Order	Debra A. Orr
7/17/2013	Motion for Reconsideration	Debra A. Orr
	Affidavit in Support of Motion for Reconsideration	Debra A. Orr
7/19/2013	Order Granting Defendant's Third Motion for Summary Judgment	Debra A. Orr
7/22/2013	Memorandum in Opposition to Plaintiff's Motion for Reconsideration	Debra A. Orr
7/23/2013	Hearing result for Court Trial scheduled on 07/23/2013 09:00 AM: Disposition With Hearing 2 day trial-Mr. Ludwig to prepare an order	Debra A. Orr
8/2/2013	Notice Of Appearance - Angstman Johnson (Co-Counsel for Plaintiff)	Debra A. Orr
	Notice Withdrawing Stipulations	Debra A. Orr
	Plaintiff's Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction	Debra A. Orr
	Affidavit of Counsel in Support of Plaintiff's Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction	Debra A. Orr
	Memorandum in Support of Plaintiff's Plaintiff's Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction	Debra A. Orr
	Plaintiff's Motion for Relief From Order and Stipulations	Debra A. Orr
	Memorandum in Support of Plaintiff's Motion for Relief from Order and Stipulations	Debra A. Orr
	Affidavit of Patricia J. Thompson	Debra A. Orr
	Notice Of Hearing	Debra A. Orr

Divorce Filing without Minor Children

Date		Judge
8/2/2013	Hearing Scheduled (Motion Hearing 08/28/2013 09:30 AM) Motion for relief	Debra A. Orr
	Notice Of Hearing (TRO 8/28/13) fax	Debra A. Orr
	Temporary Restraining Order (DENIED)	Debra A. Orr
8/6/2013	AMENDED Notice Of Hearing	Debra A. Orr
	Hearing Scheduled (Motion Hearing 08/21/2013 09:30 AM)	Debra A. Orr
	Motion for Entry of Judgment and Decree of Divorce	Debra A. Orr
	Affidavit of Scot M Ludwig in Support of Motion for Entry of Judgment and Decree of Divorce	Debra A. Orr
8/12/2013	Plaintiff's Response to Defendant's Motion to Enter Judgement and Decree (fax)	Debra A. Orr
	Affidavit of David H. Leroy (fax)	Debra A. Orr
	Motion to Dismiss	Debra A. Orr
	Affidavit of Scot M Ludwig	Debra A. Orr
	Affidavit of Ronald L Thompson in Opposition to Plaintiffs Motions for Entry of Preliminary Injunction and Set Aside	Debra A. Orr
	Memorandum in Opposition to Plaintiffs Motions for Entry of Preliminary Injunction and Set Aside	Debra A. Orr
8/14/2013	Motion to Vacate and Reset Hearing	Debra A. Orr
	Affidavit of Scot M Ludwig in Support of Motion to Vacate and Reset Hearing	Debra A. Orr
8/16/2013	Plaintiff's Response to motion to vacate and reset hearing	Debra A. Orr
8/20/2013	DENIED - Order to Vacate and Reset Hearing	Debra A. Orr
8/21/2013	Hearing result for Motion Hearing scheduled on 08/21/2013 09:30 AM: Motion Held Motion for Relief of Stipulation & Motion for Restraining Order	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 08/21/2013 09:30 AM: Motion Denied Motion for Relief of Stipulation	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 08/21/2013 09:30 AM: Motion Denied Motion for for Restaining Order	Debra A. Orr
	Motion Granted-Entry of Judgment	Debra A. Orr
	Disposition With Hearing	Debra A. Orr
	Decree of Divorce	Debra A. Orr
	Civil Disposition entered for: Thompson, Ronald L, Defendant; Thompson, Patricia J, Plaintiff. Filing date: 8/21/2013	Debra A. Orr
	Case Status Changed: Closed	Debra A. Orr
8/23/2013	Affidavit of Mailing	Debra A. Orr
8/30/2013	Order (Denying Motion for TRO and Preliminary Injunction)	Debra A. Orr
9/3/2013	Filing: L2 - Appeal, Magistrate Division to District Court Paid by: Angstman Johnson Receipt number: 0053261 Dated: 9/3/2013 Amount: \$61.00 (Check) For: Thompson, Patricia J (plaintiff)	Debra A. Orr
	Notice of Appeal	Debra A. Orr

Divorce Filing without Minor Children

Date		Judge
9/3/2013	Appeal Filed In District Court	Debra A. Orr
	Reopen (case Previously Closed)	Debra A. Orr
9/4/2013	Estimated Cost of Transcript for Appeal	Debra A. Orr
9/9/2013	Motion for Award of costs and Attorneys Fees (fax)	Debra A. Orr
	Affidavit of Scot M Ludwig (fax)	Debra A. Orr
	Memorandum of Costs (fax)	Debra A. Orr
	Memorandum of Attorneys Fees (fax)	Debra A. Orr
9/10/2013	Bond Posted - Cash (Receipt 55075 Dated 9/10/2013 for 377.00)	Debra A. Orr
9/12/2013	Order of assignment-Judge Mckee	Debra A. Orr
	Change Assigned Judge	D. Duff Mckee
9/13/2013	scheduling Order	D. Duff Mckee
9/23/2013	Motion to Disallow Fees and Costs, Defendant's Motion for Award of Costs and Attorneys Fees (fax)	D. Duff Mckee
9/26/2013	Notice Of Hearing (fax)	D. Duff Mckee
	Hearing Scheduled (Motion Hearing 10/23/2013 09:30 AM) re: fees and costs	Debra A. Orr
9/27/2013	Notice Of Hearing 10-23-13	D. Duff Mckee
10/21/2013	Motion for Order Compelling Release of Lis Pendens	D. Duff Mckee
	Motion for Order Shortening Time	D. Duff Mckee
10/22/2013	Affidavit of Scott Ludwig in Support of Motion Compelling Release of Lis Pendens (fax)	D. Duff Mckee
	Order Shortening Time - (fax)	D. Duff Mckee
	Notice Of Hearing - 10/23/13 (fax)	D. Duff Mckee
10/23/2013	Hearing result for Motion Hearing scheduled on 10/23/2013 09:30 AM: Motion Held re: fees and costs	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 10/23/2013 09:30 AM: Motion Denied re: fees and costs	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 10/23/2013 09:30 AM: Motion Held re: Motion to Compel Lis Pendens	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 10/23/2013 09:30 AM: Motion Denied re: to Compel Lis Pendens	Debra A. Orr
10/29/2013	Lodged Transcript (7-12-13, 7-23-13 & 8-21-13 Hearings)	D. Duff Mckee
	Notice of Clerk's Lodged Transcript for Appeal	D. Duff Mckee
10/31/2013	Order denying defendant's motion for order compelling release of Lis pendens	D. Duff Mckee
	Order Denying Defendant's motion for award of costs and attorneys' fees	Debra A. Orr
	Bond Converted (Transaction number 3665 dated 10/31/2013 amount 292.50)	D. Duff Mckee
	Transcript Bond Exonerated (Amount 84.50)	D. Duff Mckee
11/20/2013	Transcript Filed	D. Duff Mckee

Case: CV-2013-0000198-C Current Judge: Debra A. Orr

Patricia J Thompson vs. Ronald L Thompson

Patricia J Thompson vs. Ronald L Thompson

Divorce Filing without Minor Children

Date		Judge
11/20/2013	Notice of Clerk's Filed Transcript for Appeal	D. Duff Mckee
12/6/2013	Appellant's Excerpts of Record	D. Duff Mckee
	Appellant's Brief on Appeal to Third Judicial District Court	D. Duff Mckee
12/19/2013	Plaintiff's Motion for Partial Stay of Enforcement of Judgment (fax)	D. Duff Mckee
	Notice Of Hearing (fax)	D. Duff Mckee
	Hearing Scheduled (Motion Hearing 01/29/2014 09:30 AM)	D. Duff Mckee
1/2/2014	Respondent's Brief	D. Duff Mckee
1/15/2014	Respondents Response to Plaintiffs Motion for Partial Stay of Enforcement of Judgment (fax)	D. Duff Mckee
	Affidavit of Ronald L Thompson (fax)	D. Duff Mckee
1/24/2014	Appellant's Reply Brief on Appeal to the Third Judicial District Court (fax)	D. Duff Mckee
	Plaintiffs Reply Memorandum in Support of Motion for Partial Stay of Enforcement of Judgment (fax)	D. Duff Mckee
1/29/2014	Respondent's Motion to Augment Authority and Argument	D. Duff Mckee
	Hearing result for Motion Hearing scheduled on 01/29/2014 09:30 AM: Motion Held	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 01/29/2014 09:30 AM: Motion Granted-Partial Stay	Debra A. Orr
2/6/2014	Order Granting Motion for Partial Stay of Enforcement of Judgment	D. Duff Mckee
	Order Denying Motion to Augment Authority and Argument	D. Duff Mckee
2/14/2014	Amended Order Granting Motion for Partial Stay of Enforcement of Judgment	D. Duff Mckee
5/7/2014	Decision Or Opinion-Affirmed	D. Duff Mckee
	Remanded	D. Duff Mckee
	Change Assigned Judge	Debra A. Orr
5/19/2014	Memorandum of Costs	D. Duff Mckee
	Memorandum of Attorneys Fees	D. Duff Mckee
	Affidavit of Scot M Ludwig	D. Duff Mckee
6/16/2014	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Angstam Johnson Receipt number: 0038205 Dated: 6/16/2014 Amount: \$109.00 (Check) For: Thompson, Patricia J (plaintiff)	Debra A. Orr
	Bond Posted - Cash (Receipt 38211 Dated 6/16/2014 for 100.00) Clerks Record	Debra A. Orr
	Appealed To The Supreme Court	Debra A. Orr
	Notice of Appeal of District Court Decision-Plaintiff	Debra A. Orr
6/25/2014	Judgment RE: Costs and Fees \$2,860.00	D. Duff Mckee
6/30/2014	Defendant/Respondent's Request for Additional Clerk's Record (fax)	Debra A. Orr
7/2/2014	Defendants/Respondents Request for Additional Clerks Record	Debra A. Orr
	Bond Posted - Cash (Receipt 41966 Dated 7/2/2014 for 66.25)(addition to the Record)	Debra A. Orr

Case: CV-2013-0000198-C Current Judge: Debra A. Orr

Patricia J Thompson vs. Ronald L Thompson

Patricia J Thompson vs. Ronald L Thompson

Divorce Filing without Minor Children

Date		Judge
7/3/2014	Payment of Respondent's Estimated Fees	Debra A. Orr
7/29/2014	Motion for Leave to Withdrawal as Counsel of Record for Plaintiff (fax)	Debra A. Orr
	Affidavit of Counsel in Support of Motion to Withdraw as Counsel of Record (fax)	Debra A. Orr
	Notice Of Hearing on Angstman Johnsons' Motion to Withdraw as Attorney of Record for Plaintiff, Patricia Bell Thompson (fax)	Debra A. Orr
8/4/2014	Supplemental Certificate of Service (Fax)	Debra A. Orr
8/14/2014	Hearing Scheduled (Motion Hearing 09/03/2014 09:30 AM) Motn to Withdraw	Debra A. Orr
8/28/2014	Hearing result for Motion Hearing scheduled on 09/03/2014 09:30 AM: Hearing Vacated Angstman Johnsons' Motion to Withdraw as Attorney of Record for Plaintiff - Per Judge Orr	Debra A. Orr
	SC - Order Granting Motion for Leave to Withdraw as Counsel of Record for Appellant	Debra A. Orr
9/3/2014	Received Acceptance of Service (Fax)	Debra A. Orr
9/17/2014	Miscellaneous Payment: CD Copies Paid by: Thompson, Patricia J Receipt number: 0057447 Dated: 9/17/2014 Amount: \$6.25 (Cash)	Debra A. Orr
10/9/2014	SC - Order Conditionally Dismissing Appeal	Debra A. Orr
10/15/2014	Miscellaneous Payment: CD Copies Paid by: Thompson, Patricia J Receipt number: 0062952 Dated: 10/15/2014 Amount: \$12.50 (Cash)	Debra A. Orr
10/21/2014	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Patricia Bell Receipt number: 0064072 Dated: 10/21/2014 Amount: \$31.00 (Cash)	Debra A. Orr
10/30/2014	Filing: B2b - Motion to reopen or modify divorce - No Minor children Paid by: Strother, Jeffrey A (attorney for Thompson, Patricia J) Receipt number: 0065708 Dated: 10/30/2014 Amount: \$154.00 (Check) For: Thompson, Patricia J (plaintiff)	Debra A. Orr
	Motion for Relief From Judgment and For Modification of Judgment	Debra A. Orr
	Summons Issued	Debra A. Orr
	Notice of Lis Pendens	Debra A. Orr
11/4/2014	SC - Order Dismissing Appeal	Debra A. Orr
11/24/2014	Acceptance of Service (Fax)	Debra A. Orr
11/26/2014	Remittitur	Debra A. Orr
	Bond Converted (Transaction number 4311 dated 11/26/2014 amount 100.00)	Debra A. Orr
	Bond Converted (Transaction number 4312 dated 11/26/2014 amount 66.25)	Debra A. Orr
12/12/2014	Rule 65 (g) Motion Requesting Order Removing Plaintiff From Defendant's Property	Debra A. Orr
	Rule 12 (b) Motion to Dismiss	Debra A. Orr
	Memorandum in support of Motion to Dismiss	Debra A. Orr
	Reply to Motion for Relief From Judgment and For Modification of Judgment	Debra A. Orr

Divorce Filing without Minor Children

Date		Judge
12/12/2014	Affidavit of Ronald L Thompson	Debra A. Orr
	Affidavit of Ronald L Thompson in Support of Motion Requestin Order Removing Plaintiff from Defendants Property (fax)	Debra A. Orr
12/15/2014	Notice Of Hearing 1-21-15	Debra A. Orr
	Hearing Scheduled (Motion Hearing 01/21/2015 09:30 AM) defs motn to dismiss and motn to remove plt from property	Debra A. Orr
12/24/2014	Amended Rule 12(b) Motion to Dismiss	Debra A. Orr
	Second Affidavit of Ronald L. Thompson	Debra A. Orr
	Amended Memorandum in Support of Motion to Dismiss	Debra A. Orr
12/31/2014	Notice Of Hearing (hrng already set for 1/21/15)	Debra A. Orr
1/7/2015	Rule 56 (f) Motion	Debra A. Orr
	Memorandum in Support of Rule 56 (f) Motion	Debra A. Orr
	Objection to Second Affidavit of Ronald L Thompson	Debra A. Orr
	Affidavit of PATricia J Bell	Debra A. Orr
	Affidavit of Jeffrey A Strother	Debra A. Orr
	Memorandum in Opposition to Motion for Dismissal	Debra A. Orr
	Notice Of Hearing 1-21-15	Debra A. Orr
1/14/2015	Affidavit of Ronald L. Thompson in Response to the Affidavit of Patricia J. Bell	Debra A. Orr
	Response to Objection to Second Affidavit of Ronald Thompson	Debra A. Orr
	Defendant's Reply to Plaintiff's Memorandum in Opposition to Motion to Dismiss	Debra A. Orr
	Defendant's Reply to Plaintiff's Rule 56(f) Motion	Debra A. Orr
	Memorandum in Opposition to Motion for Relief Under Rule 65(g) (fax)	Debra A. Orr
	Secon Affidavit of Patricia J Bell (fax)	Debra A. Orr
1/21/2015	Defendant's Motion Held To Remove the Plaintiff from Property	Debra A. Orr
	Defendant's Motion Granted To Remove the Plaintiff from Property	Debra A. Orr
	Defendant's Motion to Dimissed on Rule 12B (f) Motion Held	Debra A. Orr
	Motion Granted in Part-Count I, Count II and 2nd count 6 on page 6	Debra A. Orr
	Hearing Scheduled (Pre Trial 04/03/2015 09:00 AM)	Debra A. Orr
1/22/2015	Order Setting Case	Debra A. Orr
1/27/2015	Notice Of Service	Debra A. Orr
1/30/2015	Order	Debra A. Orr
2/2/2015	Order (re: vacating property)	Debra A. Orr
2/19/2015	Miscellaneous Payment: CD Copies Paid by: Thompson, Patricia J Receipt number: 0009894 Dated: 2/19/2015 Amount: \$6.25 (Credit card)	Debra A. Orr
	Miscellaneous Payment: Technology Cost - CC Paid by: Thompson, Patricia J Receipt number: 0009894 Dated: 2/19/2015 Amount: \$3.00 (Credit card)	Debra A. Orr
2/25/2015	Notice Of Service (fax)	Debra A. Orr

Case: CV-2013-0000198-C Current Judge: Debra A. Orr

Patricia J Thompson vs. Ronald L Thompson

Patricia J Thompson vs. Ronald L Thompson

Divorce Filing without Minor Children

Date		Judge
3/18/2015	Motion to Compell	Debra A. Orr
	Affidavit of Scot M. Ludwig in Support of Respondent's Motion to Compell	Debra A. Orr
4/3/2015	Hearing result for Pre Trial scheduled on 04/03/2015 09:00 AM: Continued	Debra A. Orr
	Hearing Scheduled (Pre Trial 06/12/2015 09:00 AM)	Debra A. Orr
	Hearing Scheduled (Motion Hearing 05/06/2015 09:30 AM) Respondent's Motion to Compel	Debra A. Orr
4/9/2015	Notice Of Hearing and Pre Trial 5-6-15	Debra A. Orr
4/16/2015	Motion Re: Contempt (Five Counts) and for Money Judgment	Debra A. Orr
	Affidavit of Ronald L Thompson in Support of Motion Re: Contempt (Five Counts) and for Money Judgment	Debra A. Orr
4/27/2015	Miscellaneous Payment: CD Copies Paid by: Thompson, Patricia J Receipt number: 0025697 Dated: 4/27/2015 Amount: \$6.25 (Cash)	Debra A. Orr
5/6/2015	Denial of Contempt - Plf	Debra A. Orr
	Answer to Motion for Contempt - Pltf	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 05/06/2015 09:30 AM: Motion Held Respondent's Motion to Compel	Debra A. Orr
	Hearing result for Motion Hearing scheduled on 05/06/2015 09:30 AM: Motion Granted Respondent's Motion to Compel	Debra A. Orr
5/26/2015	Order to Compel	Debra A. Orr
5/28/2015	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Patty Thompson Receipt number: 0032020 Dated: 5/28/2015 Amount: \$4.00 (Cash)	Debra A. Orr
	Miscellaneous Payment: CD Copies Paid by: Patty Thompson Receipt number: 0032020 Dated: 5/28/2015 Amount: \$18.75 (Cash)	Debra A. Orr
6/2/2015	Notice Of Service (fax)	Debra A. Orr
6/3/2015	Motion Re: Contempt (Five Counts) (no order)	Debra A. Orr
	Motion for Money Judgment (no order)	Debra A. Orr
6/8/2015	Motion for award of costs and attorneys' fees (Fax)	Debra A. Orr
	Memorandum of costs (Fax)	Debra A. Orr
	Memorandum of attorney's fees (Fax)	Debra A. Orr
	Affidavit of Scot M. Ludwig (Fax)	Debra A. Orr
6/12/2015	Hearing result for Pre Trial scheduled on 06/12/2015 09:00 AM: Interim Hearing Held and Status Conference on Issue of Contempt	Debra A. Orr
	Hearing Scheduled (Court Trial 09/11/2015 09:00 AM-05:00 PM) Full day Trial-Day 1-Full day trial	Debra A. Orr
	Hearing Scheduled (Court Trial 10/02/2015 09:00 AM-05:00 PM) Day 2-Full day Trial	Debra A. Orr
	Denial of Contempt	Debra A. Orr
	Answer to Motion for Contempt	Debra A. Orr
	VOLUME 6 Starts with "Denial of Contempt"*	Debra A. Orr

Divorce Filing without Minor Children

Date		Judge
6/15/2015	Notice Of Taking Deposition	Debra A. Orr
6/17/2015	Pretrial conference order	Debra A. Orr
6/26/2015	Objection to Memorandum of Costs (fax)	Debra A. Orr
	Affidavit of Jeffrey A Strother (fax)	Debra A. Orr
6/30/2015	Notice Of Hearing (fax)	Debra A. Orr
	Hearing Scheduled (Motion Hearing 08/05/2015 09:30 AM) Pln's Mot to Dismiss	Debra A. Orr
7/1/2015	Motion to Dismiss	Debra A. Orr
	Affidavit of Jeffrey A Strother	Debra A. Orr
	Memorandum in Support of Motion to Dismiss	Debra A. Orr
7/16/2015	Notice Of Hearing - 8/05/2015 (fax)	Debra A. Orr
7/20/2015	Notice Of Service (fax)	Debra A. Orr
7/21/2015	Motion to Dismiss Count Three of Defendant's Motion for Money Judgment (fax)	Debra A. Orr
	Memorandum in Support of Motion to Dismiss Count Three of Defendant's Motion for Money Judgment (fax)	Debra A. Orr
	Notice Of Hearing (fax)	Debra A. Orr
7/23/2015	Motion for Leave to Filed Amended Motion, Re: Contempt (Five Counts)	Debra A. Orr
	Affidavit of Ronald L. Thompson in Support of Amended Motion, Re: Contempt (Five Counts)	Debra A. Orr
	Affidavit of Scot M. Ludwig	Debra A. Orr
	Notice Of Hearing	Debra A. Orr
	Amended Notice Of Taking Deposition	Debra A. Orr
8/5/2015	Motion Held on Respondent's Motion for Attorney Fees	Debra A. Orr
	Motion Granted on Respondent's Motion for Attorney Fees	Debra A. Orr
	Motion Held on Petitioner's Motion to Dismiss	Debra A. Orr
	Motion Granted (IN PART) on Petitioner's Motion to Dismiss	Debra A. Orr
	Motion Denied (IN PART) on Petitioner's Motion to Dismiss	Debra A. Orr
	Motion Held on Respondent's Motion to Amend Count I, Count II, and Count III	Debra A. Orr
	Motion Granted on Respondent's Motion to Amend Count I, Count II, and Count III	Debra A. Orr
	Motion Held on Petitioner's Motion to Dismiss Count III of the Money Judgment (re-attorney fees)	Debra A. Orr
	Motion Granted on Petitioner Motion to Dismiss Count III of the Money Judgment (re-attorney fees)	Debra A. Orr
8/10/2015	Second Amended Motion Re: Contempt (4 counts)	Debra A. Orr
	Affidavit of Ronald Thompson in Support of Second Amended Motion RE: Contempt	Debra A. Orr

Divorce Filing without Minor Children

Date		Judge
8/13/2015	Miscellaneous Payment: CD Copies Paid by: Thompson, Ronald L Receipt number: 0047030 Dated: 8/13/2015 Amount: \$6.25 (Cash)	Debra A. Orr
	Judgment RE: Costs and Fees \$1332.00	Debra A. Orr
8/21/2015	Amended Notice Of Taking Deposition Duces Tecum of Ronald L. Thompson (fax)	Debra A. Orr
	Denial of Contempt (Fax)	Debra A. Orr
	Answer to Motion for Contempt (Fax)	Debra A. Orr
8/27/2015	Second Amended Notice Of Taking Deposition Duces Tecum of Ronald L. Thompson (fax)	Debra A. Orr
8/28/2015	Plaintiff's Disclosure of Witness and Exhibits (fax)	Debra A. Orr
	Notice Of Service (fax)	Debra A. Orr
	Defendant's Disclosre of Lay and Expert Witnesses (fax)	Debra A. Orr
9/2/2015	Affidavit Of Service-David Leroy 8-28-15 (fax)	Debra A. Orr
	Affidavit Of Service-Matthew Christensen 8-28-15 (fax)	Debra A. Orr
9/9/2015	Motion for Order Shortening Time (Fax)	Debra A. Orr
	Affidavit of Scot M Ludwig (Fax) (w/order)	Debra A. Orr
	Motion to Compel Recording of Release of Lis Pendens (Fax)	Debra A. Orr
9/10/2015	Order Shortening Time (Fax)	Debra A. Orr
	Notice Of Service (fax)	Debra A. Orr
9/11/2015	Affidavit of Patricia J. Bell	Debra A. Orr
	Hearing result for Court Trial scheduled on 09/11/2015 09:00 AM: Disposition With Hearing Day 1-Full day Trial / Resp's Motn to Compel	Debra A. Orr
	Hearing result for Court Trial scheduled on 10/02/2015 09:00 AM: Hearing Vacated Day 2-Full day Trial	Debra A. Orr
9/28/2015	Satisfaction Of Judgment	Debra A. Orr
	Miscellaneous Payment: For Certifying The Same Additional Fee For Certificate And Seal Paid by: Ludwig Shoufler Miller Johnson Receipt number: 0055404 Dated: 9/28/2015 Amount: \$2.00 (Check)	Debra A. Orr
12/23/2015	Objection to Judgment (Fax)	Debra A. Orr
12/30/2015	Hearing Scheduled (Review Hearing 01/20/2016 09:30 AM) RE: Objection to Judgment	Debra A. Orr
	Notice Of Hearing - 01.20.16	Debra A. Orr
1/5/2016	Miscellaneous Payment: CD Copies Paid by: Nicole Bierle (Ludwig, Schoufler & Miller Receipt number: 0000680 Dated: 1/5/2016 Amount: \$6.25 (Credit card)	Debra A. Orr
	Miscellaneous Payment: Mailing Fee For Copies Paid by: Nicole Bierle (Ludwig, Schoufler & Miller Receipt number: 0000680 Dated: 1/5/2016 Amount: \$2.50 (Credit card)	Debra A. Orr
	Miscellaneous Payment: Technology Cost - CC Paid by: Nicole Bierle (Ludwig, Schoufler & Miller Receipt number: 0000680 Dated: 1/5/2016 Amount: \$3.00 (Credit card)	Debra A. Orr

Date: 11/3/2016

Time: 12:54 PM

Page 12 of 13

Third Judicial District Court - Canyon County

ROA Report

User: WALDEMER

Case: CV-2013-0000198-C Current Judge: Debra A. Orr

Patricia J Thompson vs. Ronald L Thompson

Patricia J Thompson vs. Ronald L Thompson

Divorce Filing without Minor Children

Date	Judge
1/15/2016	Debra A. Orr
Miscellaneous Payment: CD Copies Paid by: Thompson, Patricia J Receipt number: 0002861 Dated: 1/15/2016 Amount: \$6.25 (Cash)	
1/20/2016	Debra A. Orr
Notice of withdrawal of objection (Fax)	
Hearing result for Review Hearing scheduled on 01/20/2016 09:30 AM: Hearing Held RE: Objection to Judgment	
Disposition With Hearing	
1/21/2016	Debra A. Orr
Judgment	
Case Status Changed: closed	
2/16/2016	Debra A. Orr
Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Duke, Scanlan, Hall Receipt number: 0009352 Dated: 2/16/2016 Amount: \$23.00 (Credit card)	
Miscellaneous Payment: Mailing Fee For Copies Paid by: Duke, Scanlan, Hall Receipt number: 0009352 Dated: 2/16/2016 Amount: \$1.00 (Credit card)	
Miscellaneous Payment: Technology Cost - CC Paid by: Duke, Scanlan, Hall Receipt number: 0009352 Dated: 2/16/2016 Amount: \$3.00 (Credit card)	
2/26/2016	Debra A. Orr
Notice of Appeal	
Appeal Filed In District Court	
Case Status Changed: Reopened	
Motion	
Affidavit of Jeffrey A. Strother	
Filing: L2 - Appeal, Magistrate Division to District Court Paid by: Strother, Jeffrey A (attorney for Thompson, Patricia J) Receipt number: 0012198 Dated: 2/26/2016 Amount: \$81.00 (Check) For: Thompson, Patricia J (plaintiff)	
3/29/2016	Debra A. Orr
Order of Assignment-Judge Duff Mckee	
Change Assigned Judge	
3/31/2016	D. Duff Mckee
Appellate order and briefing schedule	
5/11/2016	D. Duff Mckee
Appellant's Brief (Laid in File)	
6/2/2016	D. Duff Mckee
Respondent's Reply Brief	
6/21/2016	D. Duff Mckee
Request for Oral Argument	
Apellant's Reply Brief (laid in file)	
6/24/2016	D. Duff Mckee
Notice Of Hearing 8-5-16 2:00pm	
Hearing Scheduled (Motion Hearing 08/05/2016 02:00 PM) Oral Argument	
6/28/2016	D. Duff Mckee
Hearing Scheduled (Motion Hearing 08/04/2016 02:00 PM) Oral Argument	
Amended Notice Of Hearing	
8/4/2016	D. Duff Mckee
Hearing result for Motion Hearing scheduled on 08/04/2016 02:00 PM: Hearing Held - under advisement	

Divorce Filing without Minor Children

Date		Judge
8/16/2016	Decision Or Opinion - Affirmed	D. Duff Mckee
	Remanded	D. Duff Mckee
	Change Assigned Judge	Debra A. Orr
	Case Status Changed: closed	Debra A. Orr
8/24/2016	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thompson, Patricia J Receipt number: 0048769 Dated: 8/24/2016 Amount: \$15.00 (Credit card)	Debra A. Orr
	Miscellaneous Payment: Technology Cost - CC Paid by: Thompson, Patricia J Receipt number: 0048769 Dated: 8/24/2016 Amount: \$3.00 (Credit card)	Debra A. Orr
8/25/2016	Motion for Award of Costs and Attorney Fees	Debra A. Orr
	Affidavit of Scot M. Ludwig	Debra A. Orr
	Memorandum of Costs	Debra A. Orr
	Memorandum of Attorney's Fees	Debra A. Orr
9/21/2016	Order granting moiton for costs and attorney fees	Debra A. Orr
	Judgment Re: Fees \$3,282.50	Debra A. Orr
9/23/2016	Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Strother, Jeffrey A (attorney for Thompson, Patricia J) Receipt number: 0054374 Dated: 9/23/2016 Amount: \$129.00 (Check) For: Thompson, Patricia J (plaintiff)	Debra A. Orr
	Bond Posted - Cash (Receipt 54376 Dated 9/23/2016 for 200.00) Court Reporter Fee	Debra A. Orr
	Case Status Changed: Closed pending clerk action	Debra A. Orr
	Bond Posted - Cash (Receipt 54377 Dated 9/23/2016 for 100.00) Clerk's Record	Debra A. Orr
	Appealed To The Supreme Court- Patricia Thompson	Debra A. Orr
	Notice of Appeal	Debra A. Orr
10/11/2016	S C - Order Conditionally Dismissing Appeal	D. Duff Mckee
10/17/2016	Ruling on Form of Amended Judgment	D. Duff Mckee
	AMENDED Judgment-\$3,282.50	D. Duff Mckee
10/20/2016	S C - Order Withdrawing Conditional Dismissal and Reinstating Appeal	D. Duff Mckee
10/21/2016	Amended Notice of Appeal	Debra A. Orr
10/24/2016	Bond Converted (Transaction number 4260 dated 10/24/2016 amount 178.75)(transcript for appeal)	Debra A. Orr

JAN 08 2013

CANYON COUNTY CLERK
K CANNON, DEPUTY

Law Office of Wendy M. Powell, PLLC
Wendy M. Powell, ISB # 7169
730 W. Ustick Rd., Ste 110
Meridian, ID 83646
Telephone: (208) 888-7392
Facsimile: (208) 888-7393
E-Mail: wendy@wmpowell-law.com

ATTORNEY FOR PLAINTIFF

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. BELL THOMPSON,**Plaintiff,****vs.****RONALD L. THOMPSON,****Defendant.**

CASE NO.

CV-2013-198-C

COMPLAINT FOR DIVORCE

COMES NOW, the Plaintiff, PATRICIA J. BELL THOMPSON, (hereinafter "Patty")
and for her Complaint for Divorce against Defendant, RONALD L. THOMPSON, (hereinafter
"Ronald") states and alleges as follows:

I.

Patty is currently a resident of Canyon County, State of Idaho, and has been a resident for
six (6) weeks prior to the filing of this Complaint. Ronald is currently a resident of Canyon
County, Idaho.

II.

Patty and Ronald were married on August 31, 2001 in Lakewood, Washington and have
remained husband and wife ever since. However; Patty and Ronald were common law married
the summer of 1995.

III.

No minor children were born as issue of the marriage between the parties and Patty is not currently pregnant.

IV.

The parties own several parcels of real property together, which should be equitably divided as follows:

TO PATTY:

- 93 Midland Boulevard, Nampa, ID
- 2420 Hillcrest Way, Nampa, ID
- 8.5 feet West of 2420 Hillcrest in Nampa, ID
- 1003 Willow Ave, Nampa, ID
- 1019 Willow Ave, Nampa, ID

TO RON:

- 327 Lone Star Road Nampa, ID (his separate)
- 319 Lone Star Road Nampa, ID (his separate)
- 331 Lone Star Road Nampa, ID
- 410 Elmore Place Nampa, ID

V.

Patty's separate property should be confirmed to her. Ronald's separate property should be confirmed to him.

VI.

During the course of the marriage, the parties acquired certain items of community property which should be equitably divided as follows:

PATTY:

- a) 2002 Chevrolet Tahoe
- b) Jewelry (some items were inherited)
- c) ½ of Ron's retirement accounts
- d) Personal Items and effects
- e) Wages/Income/Checking/Stocks
- f) Collectible Bears (Inheritance)
- g) Think or Swim Account
- h) Spa and Real Estate Equipment
- i) Spa Inventory
- j) An equitable division of remaining household furnishings

RONALD:

- a) 2002 Chevrolet Tahoe
- b) 1978 Ford F-150
- c) Camper
- d) Ranger Bass Boat
- e) Hunting and fishing equipment and items
- f) Personal Items
- g) Wages/Income/Checking/Stocks
- h) Personal Tools
- i) 2 Freezers
- j) An equitable division of remaining household furnishings.

VII.

During the course of the marriage, the parties acquired certain items of community debt which should be equitably divided as follows:

PATTY:

- (a) ½ Credit card debt incurred since the date of separation in August 2012;
- (b) ½ Medical bills outstanding;
- (c) ½ debt due to accountant for tax preparation; and
- (d) ½ Lowe's debt.

RONALD:

- (a) ½ Credit card debt incurred since the date of separation in August 2012;
- (b) ½ Medical bills outstanding;
- (c) ½ debt due to accountant for tax preparation;
- (d) ½ Lowe's debt;
- (e) Lumber liquidators debt; and
- (f) RC Willey debt transferred to Bank of America card.

VIII.

The parties should be required to close any joint checking or savings accounts, credit cards or any other joint account. Ron should be required to remove his name from Patty's Nazarene credit account so she may retain it in her name alone.

IX.

The Plaintiff is in need of spousal maintenance in the amount of \$1,000.00 per month for a period of three – five years beginning the first day of the month after entry of the order.

X.

Patty should be restored to her former surname of BELL, should she desire to do so.

XI.

Irreconcilable differences, Idaho Code §32-604 grounds for Adultery, and Idaho Code §32-605 grounds for Extreme Cruelty have arisen during the marriage, which are substantial reasons for not continuing the same.

XII.

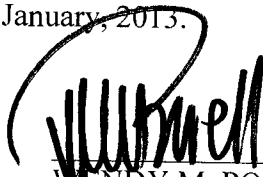
Pursuant to Idaho Code Section 32-1109, Patty further states as follows:

- A. No minor children were born as issue of the marriage between the parties.

WHEREFORE, PATTY prays for Judgment as follows:

1. For a Decree of Divorce from Ronald on the grounds of Irreconcilable differences, Adultery and Extreme Cruelty;
2. For an award of Plaintiff's attorneys fees should Defendant contest this action;
3. For such other and further relief as the Court deems appropriate.

DATED this 7 day of January, 2013.

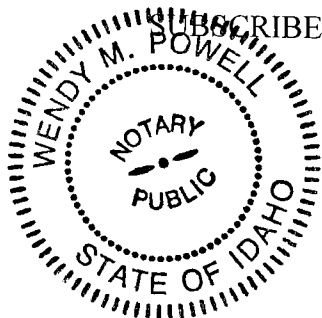

WENDY M. POWELL

VERIFICATION

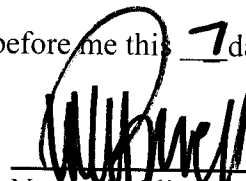
STATE OF IDAHO)
)ss.
COUNTY OF ADA)

PATRICIA J. BELL THOMPSON, being first duly sworn upon oath deposes and states as follows: I am the Plaintiff in the above entitled action; I have read the within and foregoing Complaint for Divorce, know the contents thereof, and that the facts contained therein are true as I verily believe.


PATRICIA J. BELL THOMPSON



SUBSCRIBED AND SWORN TO before me this 7 day of January, 2013.


Notary Public for Idaho
Resides in Meridian, Idaho
Commission Expires 12/15/2013

Law Office of Wendy M. Powell, PLLC
Wendy M. Powell, LSB # 7169
730 W. Ustick Rd., Ste 110
Meridian, ID 83646
Telephone: (208) 888-7392
Facsimile: (208) 888-7393
E-Mail: wendy@wmpowell-law.com

F I L E D
A.M. P.M.

JAN 15 2013

**CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY**

ATTORNEY FOR PLAINTIFF

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. BELL THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

CASE NO. CV 2013-198C

**AMENDED COMPLAINT FOR
DIVORCE**

COMES NOW, the Plaintiff, PATRICIA J. BELL THOMPSON, (hereinafter "Patricia") and for her Complaint for Divorce against Defendant, RONALD L. THOMPSON, (hereinafter "Ronald") states and alleges as follows:

I.

Patricia is currently a resident of Canyon County, State of Idaho, and has been a resident for six (6) weeks prior to the filing of this Complaint. Ronald is currently a resident of Canyon County, Idaho.

II.

Patricia and Ronald were married on August 31, 2001 in Lakewood, Washington and have remained husband and wife ever since. However, Patricia and Ronald were common law married the summer of 1995.

III.

No minor children were born as issue of the marriage between the parties and Patricia is not currently pregnant.

IV.

The parties own several parcels of real property together, which should be equitably divided as follows:

TO PATRICIA:

- 93 Midland Boulevard, Nampa, ID
- 2420 Hillcrest Way, Nampa, ID
- 8.5 feet West of 2420 Hillcrest in Nampa, ID
- 1003 Willow Ave, Nampa, ID
- 1019 Willow Ave, Nampa, ID

TO RON:

- 327 Lone Star Road Nampa, ID (his separate)
- 319 Lone Star Road Nampa, ID (his separate)
- 331 Lone Star Road Nampa, ID
- 410 Elmore Place Nampa, ID

V.

Patricia's separate property should be confirmed to her. Ronald's separate property should be confirmed to him.

VI.

During the course of the marriage, the parties acquired certain items of community property which should be equitably divided as follows:

PATRICIA:

- a) 2002 Chevrolet Tahoe
- b) Jewelry (some items were inherited)
- c) ½ of Ron's retirement accounts
- d) Personal Items and effects
- e) Her Wages/Income/Checking/Stocks
- f) ½ of Ron's Wages/Income/Checking/Stocks
- g) Collectible Bears (Inheritance)
- h) Think or Swim Account
- i) Spa and Real Estate Equipment
- j) Spa Inventory
- k) Ownership of Ron's Life Insurance policy through State Farm, - Anita Wardwell agency
- l) Kangen Water machine business and equipment
- m) ½ of all back rent due on community property rentals
- n) An equitable division of remaining household furnishings

RONALD:

- a) 2002 Chevrolet Tahoe
- b) 1978 Ford F-150
- c) Camper
- d) Ranger Bass Boat
- e) Hunting and fishing equipment and items
- f) Personal Items
- g) Personal Tools
- h) 2 Freezers
- i) An equitable division of remaining household furnishings.

VII.

During the course of the marriage, the parties acquired certain items of community debt which should be equitably divided as follows:

PATRICIA:

- (a) ½ Credit card debt incurred since the date of separation in August 2012;

- (b) ½ Medical bills outstanding;
- (c) ½ debt due to accountant for tax preparation;
- (d) ½ Lowe's debt;
- (e) ½ Best Buy account; and
- (f) ½ of Butte Fence debt.

RONALD:

- (a) ½ Credit card debt incurred since the date of separation in August 2012;
- (b) ½ Medical bills outstanding;
- (c) ½ debt due to accountant for tax preparation;
- (d) ½ Lowe's debt; ½ Best Buy account;
- (e) ½ of Butte Fence debt.
- (f) Lumber liquidators debt;
- (g) Cost to install sliding glass door at 2420 Hillcrest Way; and
- (h) RC Willey debt transferred to Patricia's Bank of America card by Ron in January 2013.

VIII.

The parties should be required to close any joint checking or savings accounts, credit cards or any other joint account. Ron should be required to remove his name from Patricia's Nazarene credit account so she may retain it in her name alone.

IX.

The Plaintiff is in need of spousal maintenance in the amount of \$1,000.00 per month for a period of three – five years beginning the first day of the month after entry of the order.

X.

Patricia should be restored to her former surname of BELL, should she desire to do so.

XI.

Irreconcilable differences, Idaho Code §32-604 grounds for Adultery, Idaho Code §32-605 grounds for Extreme Cruelty, and Idaho Code §32-608 Habitual Intemperance have arisen during the marriage, which are substantial reasons for not continuing the same.

XII.

Pursuant to Idaho Code Section 32-1109, Patricia further states as follows:

A. No minor children were born as issue of the marriage between the parties.

WHEREFORE, PATRICIA prays for Judgment as follows:

1. For a Decree of Divorce from Ronald on the grounds of Irreconcilable differences, Adultery, Extreme Cruelty, and Habitual Intemperance;
2. For an award of Plaintiff's attorneys fees should Defendant contest this action;
3. For such other and further relief as the Court deems appropriate.

DATED this 14 day of January, 2013


WENDY M. POWELL

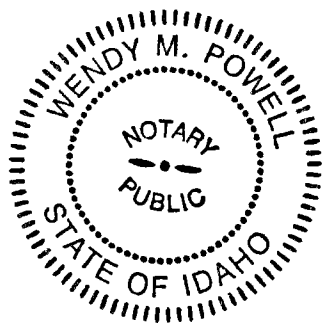
VERIFICATION

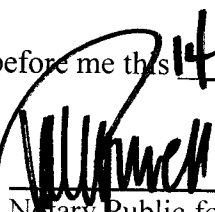
STATE OF IDAHO)
)ss.
COUNTY OF ADA)

PATRICIA J. BELL THOMPSON, being first duly sworn upon oath deposes and states as follows: I am the Plaintiff in the above entitled action; I have read the within and foregoing Complaint for Divorce, know the contents thereof, and that the facts contained therein are true as I verily believe.


PATRICIA J. BELL THOMPSON

SUBSCRIBED AND SWORN TO before me this 14 day of January, 2013.





Notary Public for Idaho
Resides in Meridian, Idaho
Commission Expires 12/5/2013

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

F I L E D
1125 A.M. P.M.

JAN 23 2013

CANYON COUNTY CLERK
J HEIDEMAN, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	ANSWER AND COUNTERCLAIM
)	
RONALD L. THOMPSON,	)	Category: I.1.
	)	Filing Fee: \$66.00
Defendant.)	
_____)	

COMES NOW The Defendant, RONALD L. THOMPSON, and answers Plaintiff's
Amended Complaint for Divorce as follows:

I.

Defendant denies each and every allegation of the Amended Complaint for Divorce not
specifically admitted herein.

II.

Defendant admits paragraphs I, III, V, X and XII of the Amended Complaint for Divorce.

ANSWER AND COUNTERCLAIM - 1

III.

Defendant admits that portion of paragraph II which alleges the parties were married on August 31, 2001 in Lakewood, Washington, and have remained husband and wife ever since. Defendant denies the balance of said paragraph II.

COUNTERCLAIM

COMES NOW the Defendant and for Counterclaim against Plaintiff complains and alleges as follows:

IV.

Defendant owns separate personal and real property which should be confirmed as Defendant's sole and separate personal and real property..

WHEREFORE Defendant prays as follows:

1. For an absolute decree of divorce on the grounds of irreconcilable differences;
2. For relief consistent with the foregoing Answer and Counterclaim; and
3. For such other and further relief as to the Court appears just and proper in the premises.

DATED This 22 day of January, 2013.

LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP

By

Scot M. Ludwig
Attorney for Defendant

STATE OF IDAHO)
) ss
County of Ada)

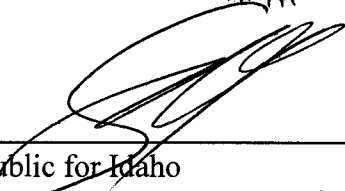
RONALD L. THOMPSON, being first duly sworn upon oath, deposes and says:

That he is the Defendant in the above-entitled action; that he has read the above and foregoing Answer and Counterclaim, knows the contents thereof, and that the statements therein contained are true to the best of his knowledge and belief.



RONALD L. THOMPSON

SUBSCRIBED AND SWORN TO before me this 22 day of January, 2013.



Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 9/14/16

CERTIFICATE OF SERVICE

I hereby certify that on this 22 day of January, 2013, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Wendy M. Powell
Law Office of Wendy M. Powell
730 W. Ustick Road, Suite 110
Meridian, Idaho 83646

☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)888-7393



Scot M. Ludwig

FILED
10:50 A.M. P.M.

AUG 21 2013

CANYON COUNTY CLERK
K CANO, DEPUTY

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

CASE NO. CV-2013-0000198-C

**JUDGMENT AND DECREE
OF DIVORCE**

THIS MATTER having come before the Court for Trial on this 23rd day of July, 2013. Both parties were present along with their respective attorneys of record, Scot M. Ludwig of the firm Ludwig Shoufler Miller Johnson, LLP for Defendant, RONALD L. THOMPSON and David H. Leroy, Attorney at Law for Plaintiff, PATRICIA J. THOMPSON. The parties having reached an agreement, and the parties having placed said agreement on the record, and good cause appearing therefore, it is hereby Ordered, Adjudged and Decreed as follows:

1. The parties are hereby granted a divorce from each other on the grounds of irreconcilable differences and each party is restored to the status of a single person. Patricia Thompson is restored to her prior name of Bell, hereafter being known as Patricia Joanne Likens Bell.

2. Attached hereto as Exhibit "A," and incorporated herein, is a Property and Debt Schedule (hereinafter referred to as PDS). The items marked with a dollar amount or X under the column To Husband and To Wife are hereby awarded to that party. Values indicated on the PDS are not relevant.

3. The debts allocated with a dollar amount or X on the PDS are hereby awarded to the party indicated under To Husband and To Wife. In addition, subject to specific terms and conditions described hereafter, any debts incurred by a party and not listed on the PDS are hereby awarded to the party incurring the debt.

4. Each party shall execute Quit Claim Deeds as requested to confirm ownership of the real property awarded on the PDS. The Defendant shall execute such documents as necessary to continue coverage and transfer ownership and benefits under Plaintiff's health care insurance policy.

5. The Defendant's Railroad Retirement, Tier one (1) and Tier two (2), are hereby awarded to Defendant in its entirety. Provided, however, nothing herein shall prohibit Plaintiff from her share of the benefits allowed by federal law and in accord with Union Pacific Railroad Retirement Benefits available to divorced spouses.

6. The Edward Jones IRA is hereby awarded to Defendant.

7. Each party is hereby awarded any and all bank accounts in their respective names. Defendant shall remove his name from the Nazarene Bank Account No. ending in 1247.

8. The Hartford Smart 529 Account shall be divided into two (2) equal accounts and each party shall manage one of those accounts pursuant to the existing beneficiary (minor) provisions.

9. Defendant shall cause to be transferred to Plaintiff any warranties he has on flooring at the 2420 Hillcrest Way property and for the furniture awarded to Plaintiff from RC Willey.

10. Both parties shall deliver to the other party any and all documents they have in their possession that belong to the other party.

11. Items 56, 57, 58, 59, 60, 61, 63, 65, 68, 71, 72, 73 and 74 on the PDS shall be sold by Plaintiff within a reasonable period of time with the net sales proceeds, after costs of sale, divided equally between parties hereto.

12. Plaintiff shall own, control and as beneficiary be entitled to continue in effect, at her sole expense, the current Term Life Policy on Defendant.

13. The parties shall cooperate with preparation of their 2012 Income Tax Returns by providing their CPA Bowen with documents supporting their income and expenses immediately. Each party shall pay 50% of any income tax liability and the cost of preparing the 2012 Returns, if applicable. In the event of a refund for 2012, then the parties shall share that refund equally after payment of all outstanding amounts due the CPA for both the 2012 Returns and any prior years that are still owed.

14. For 2013, each party shall file their own Income Tax Returns and claim all income earned by that party for the entire year 2013 and take any deductions for the calendar year 2013 related to their own income and all assets being awarded to that party herein. Both parties shall claim 50% of any income tax liability for the relief of debt from Chase Bank in 2013.

15. As described on the PDS, the real property located at 2420 Hillcrest Way is hereby awarded to Plaintiff, subject to the debt secured thereon. Since the debt is in Defendant's name, Plaintiff shall pay the debt in full from the equalization payment described hereafter. The payment of the debt shall be made directly from the closing of the sale of 93 Midland Blvd. property.

16. As for an equalization of the community estates, and for consideration of the terms and conditions set forth herein, Defendant shall pay Plaintiff the sum of \$94,000.00 upon sale of the real property located at 93 Midland Blvd. Defendant shall use reasonable efforts to list and sell the real property as soon as reasonably possible. To secure the equalization payment of \$94,000.00, Plaintiff shall be entitled to a Deed of Trust against the subject real property.

17. At the closing of the sale of 93 Midland Blvd. property, the Deed of Trust shall be released. The closing agent for the sale shall pay to Plaintiff the sum of \$94,000.00 as follows:

- First: Attorney's fees due and owing to David Leroy;
- Second: The loan balance on 2420 Hillcrest Way paid in full; and
- Third: The balance of any funds to Plaintiff.

18. Plaintiff shall use her best efforts to vacate the 93 Midland Blvd. property as soon as possible, but in no event later than ninety (90) days from July 23, 2013. Until August 2, 2013. Plaintiff shall have exclusive possession of the subject real property.

19. The parties shall exchange personal property belonging to the other party within thirty (30) days following July 23, 2013.

20. The No Contact Order is dismissed.

21. Defendant shall pay to Plaintiff the monthly sum of \$1,000.00 for a period of six (6) months, or until Plaintiff's sale of and closing on 93 Midland Blvd. is completed, whichever first occurs. If closing occurs during the six (6) months, the monthly payment shall be prorated for the month in which closing occurs. Defendant shall pay the \$1,000.00 monthly payment on the first day of each month beginning on August 1, 2013. Defendant shall pay the loan on 2420 Hillcrest Way real property with said funds and the pay the balance of the \$1,000.00 directly to Plaintiff. Plaintiff shall pay any and all utilities for the 2420 Hillcrest Way property.

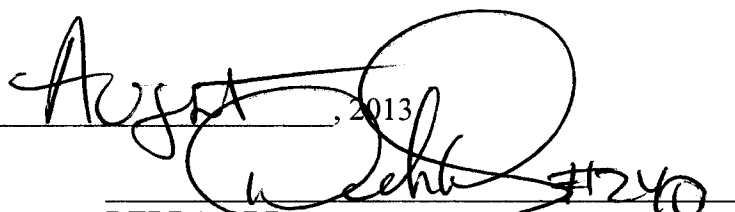
22. Both parties hereby waive any right to appeal this Judgment and Decree of Divorce.

23. Plaintiff hereby waives any right to alimony in this divorce proceeding.

24. Each party shall execute any and all documents necessary to effectuate the terms and conditions set forth herein.

25. Defendant shall cause to be assigned to Plaintiff the Judgments identified as Item Nos. 50 and 51 on the PDS.

DATED This 21st day of August, 2013


DEBRA ORR,
Magistrate Judge

CERTIFICATE OF SERVICE


I hereby certify that on this 21 day of August, 2013, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

2- Scot M. Ludwig
LUDWIG ♦ SHOUFLEER ♦ MILLER
♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, Idaho 83702

☐ U.S. Mail
☒ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)387-1999

1- David H. Leroy
Attorney at Law
1130 East State Street
Boise, Idaho 83712

☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)342-4200


Deputy Clerk

Property and Debt Schedule

1	Property and Debt Schedule							
2	CASE TITLE: Thompson v. Thompson CASE NO: CV-2013-0000198-C Date of Marriage: 8-31-01							
3	PROPERTY DESCRIPTION	Market Value	Liens	Equity	C/S	To Husband	To Wife	Remarks
4	1003 Willow Apartments 1019 Willow Apartments	400,000.00	(166,791.00)	247,009.00	s/h	x		appraised @ \$400k
5	93 N. Midland Blvd	\$160,000.00	0.00	160,000.00	s/h	x		appraised @ \$160k
	Intentionally Left Blank							
5a								
6	2420 Hillcrest Way	39,900.00	(42,400.00)	(2,500.00)	s/w		x	Exact sold comparable! Also needs a new roof a negative of \$1,925 not in evaluation
7	327 Lone Star Road	84,330.00	(55,635.00)	28,695.00	s/h	x		Wife has put personal funds into this home. Ron falsely represented to Judge 3-6-13 that there was no refinance on property. QuitClaim was signed solely for refinance on 5-25-12. (Order for summary judgement)
8	319 Lone Star Road	73,185.00	(47,936.00)	25,249.00	s/h	x		Wife has put personal funds into this home. See tax receipts. Ron falsely represented to Judge 3-6-13 that there was no refinance on property. QuitClaim was signed solely for refinance on 5-25-12. (Order for summary judgement.)
9	331 Lone Star Road	55,000.00	(38,160.00)	16,840.00	s/h	x		Wife has community funds invested in home. Ron falsely represented to Judge 3-6-13 that there was no refi on prop. QC was signed solely for refinance on 11-23-12. (Order was made for summary judgment.)
10	410 Elmore	57,000.00	(48,322.00)	8,678.00	s/h	x		Ron falsely represented to Judge on 3-6-13 that there was no refi on property. QuitClaim was signed solely for refinance on 5-25-12. Wife has several thousand invested in down payment of home. (Order was made for Summary Judgment.)
10A	Community Interest in separate real property	50,256.00		50,256.00	c	x		One half of decrease in mortgages owed to Patty per Ron's calculation
10B	Community Interest Deduction for Hillcrest as Wife's Separate property				s/w		x	

11	Vehicles, Banking, etc							
12	2002 Tahoe white	1,500.00	0.00	1,500.00	c		1,500.00	High mileage 123000 miles, needs repair. Faulty ABS syst, Faulty AC, missing running board, etc. Value after physical inspection by edmarks 7-10-13
13	2002 Tahoe pewter	7,005.00	0.00	7,005.00	c	7,005.00		Low mileage, has "man" upgrades. Car values given by Edmarks. Towing package, wheel house carpeting, trailering pkg, trailering equipment, luggage carrier, base equip for sch gvw pl-ft ax, trailering special equip includes weight dist platform hitch eight wire harness, prem ride suspension, heavy duty trans w/ tow haul mode. trans oil cooler, tire rear p265/70R16-111s wol, etc.
14	1974 Ford Camper & P/U	500.00	0.00	500.00	s/h	x		Ron purchased prior to 8-31-2001
15	2007 Ranger 21' 250 HP (RNG03154L607	34,480.00	0.00	34,480.00	c	34,480.00		NADA figure on value. Husband stated in interrogatories he used the profit from Shoshone (my mothers home) to buy boat. This statement is true.
16	Patty Bell Incorporated (Filed February 1995)				s/w		x	
17	2 Fishing boat/rafts	2,000.00	0.00	2,000.00	c	x		Outcast site
18	Fishing boat, fastroller Co-Owners with Don Peterson \$1,200/2=\$600	600.00	0.00	600.00	c	x		Ron told me this is a joint ownership with Don.
19	Ron- Hartford Smart account	3,237.61	0.00	3,237.61	c	x	x	Two (2) Accounts
20	Think or Swim Trading Training Costs	0.00	0.00	0.00	c	x	x	No Value/not marketable. Ron & I shared equally in this training. Ron stated he paid for this fee & that is does not expire, both statements are false. I paid for the entire program & it has expired.
21	IDADIV	279.00	0.00	279.00	c	279.00		Ron's checking account
22	Wells Fargo Checking bal as of 10.19.12	2,604.74	0.00	2,604.74	c	2,604.74		Ron's checking account
23	Edward D Jones IRA	23,920.51	0.00	23,920.51	c	x		
24	Union Pacific Retirement	28,513.00	0.00	28,513.00	c	x		
25	Naz. Credit Union Joint ckg#1247	14.05	0.00	14.05	s/w		x	Ron stated this is my separate property
26	Naz. Credit Union Joint savings#1247	0.57	0.00	0.57	s/w		x	Ron stated this is my separate property
27	Idaho Central Credit Pers ckg-not used	5.00	0.00	5.00	s/w		x	Ron stated this is my separate property
28	Idaho Central Credit Pers sav-not used	25.00	0.00	25.00	s/w		x	Ron stated this is my separate property
29	Idaho Central PB Incorp ckg. 40+158.37	198.37	0.00	198.37	s/w		x	Ron stated this is my separate property
30	Idaho Central PB Incorp savings	50.00	0.00	50.00	s/w		x	Ron stated this is my separate property
31	Idaho Central Spa acct ckg	158.37	0.00	158.37	s/w		x	Ron stated this is my separate property

32	Life is Good has been dissolved	0.00	0.00	0.00	s/w		Ron stated this is my separate property
33	Patty Cash (coins in tall jar)	231.24	0.00	231.24	c		Have receipt from bank.
34	Cash dresser drawer	3,699.84	0.00	3,699.84	c	1/2	Estimated by video & measurements. Bank calculated have document. Ron said there were papers in the drawer. That is true but I calculated around those papers taking that into acct.
35	Cash envelope (video)	703.00	0.00	703.00	c	x	Actual count and video
36	Old coins in jar displayed	329.00	0.00	329.00	s/w	x	I inherited from my Mom. Have partial 1980 receipt.
37	401K (apx balance as of apx Dec)	39,000.00	0.00	39,000.00	c		Do QDRO's
38	Ron's Think or Swim Account funds balance	?		?	c		need figure from Ron
39	Ron's Edward D Jones account funds balance	?		?	c	x	need figure from Ron
40	Ron's opened Account we intended to use for Grandbabies someday	?		?	c		Need figure from Ron because it is a cash account. Not specific to Grandbabies and community funds contributed to this account
41	Rents from Willow Apt's. (see Ron's ck bk. Mixed com funds). Estimated at \$585x7apts=\$4095 per mo (not including any subsidy from SICHA) minus mo pmts of \$1,082.54 =3012.46 per mo x 11months=33137.06	33,137.06	0.00	33,137.06	c	x	11 months (Aug - July) 33,137.06 Community Income During Separation
42	Rents from 331 Lone Star Road, Ron collected these rents since August & should reimburse Patty for half. (See Ron's pers ck bk. Mixed community funds) \$580x11mo=6380	6,380.00	0.00	6,380.00	c	x	11 months (Aug - July) \$6,380.00 Community Income During Separation
43	Rents from 319 Lone Star Rd. Ron collected these rents since August & should reimburse Patty for half. \$650x11mo=7150	7,150.00	0.00	7,150.00	c	x	11 months (Aug - July) \$7,150.00 Community Income During Separation
44	Rents from 410 Elmore Place. Ron collected these rents since August. (see ron's ck bk) Reimburse Patty for half. \$650x11 mo=7150	7,150.00	0.00	7,150.00	c	x	11 months (Aug - July) \$7,150.00 Community Income During Separation

45	Value of 1 Cemetery Plot is \$725. Purchased and gifted to me. (Purchased 3 plots July 10, 1989 & gifted 1 to me of Block 91, Sections 3, lots 4, 6 & 7) (Lot 5 was purchased on 2-28-1989 for our son Scott who passed 2-25-1989.)	725.00	0.00	725.00	s/w	x	Ron purchased 1 of these plots as a gift for me. If he would like it back that's fine. He said in Interrogatories that he purchased it for his x-wife who was not married at the time. This is false. X-wife got married 2-14-89 & did not divorce until apx 1 yr later. It was purchased July 10, 1989. Ron should pay me the \$725 value.
46	Delinquent rents uncollected to date on Willow apts: #1023=\$430; #1025=\$585; #1021=\$?. Ron to show proof 1021 tenant has been paying rent as Ron promised & is current. (Ck#3036 12-21-12 \$175 is labeled "Power & Gas" indicating she may only be paying power & water and is arrears in rent.) Total of known delinquencies \$1,015 to date.	1,015.00	0.00	1,015.00	c		Separate Property rents as Community Income.
47	Delinquent Rent owed on 331 Lone Star Rd (as of Jan 2013)	6,713.00	0.00	6,713.00	c	x	Accounts receivable for Community Income. Rents due from separate property. Ron's value.
48	Delinquent Rent owed on 319 Lone Star Rd (as of Jan 2013)	13,080.00	0.00	13,080.00	c	x	Accounts receivable for Community Income. Rents due from separate property. Ron's value.
49	Ron received apx. \$8,887 from 410 Elmore in Dec 2012. This was community funds on delinquent rents.	8,887.00	0.00	8,887.00	c	x	Accounts receivable for Community Income. Rents due from separate property.
50	Bob & Ashley's Judgment. Obtain Exact Value from Ron.	1,339.00	0.00	1,339.00	c	x	Accounts receivable for Community Income. Rents due from separate property. Judgement stays in Ron's name.
51	Shannon Schmidt Judgement 1-31-12 (Willow apt) CV1112969	5,333.17	0.00	5,333.17	c	x	Accounts receivable for Community Income. Rents due from separate property. Judgement stays in Ron's name.
52	Patty to pay deductible for roof damage Hillcrest				c		need submission of roof damage claim form signed by Ron on Hillcrest
53	Ron's term life insurance policy.	0.00	0.00	0.00	s/w	x	No cash value. This is imperative. Ron had me pay the last premium of \$2,000 when he knew he was having an affair & going to leave me. Patty to retain ownership of that policy at her expense.

54	Ron has a cancer policy on me. No cash value but I want to retain ownership of that.	0.00	0.00	0.00	s/w			I have MGUS which is a pre-cursor to Multiple Myeloma so Ron & I <u>both</u> know that having this policy is an absolute must because of my hemological disease, I can not get a cancer policy again. Patty to retain ownership of that policy at her expense. (Update: Just discovered Ron cancelled policy 1 mo after my diagnosis in 2008. He maintained that he was paying the premiums on this policy for all these years.)
55	Open							
56	Armoires (2)	2,000.00	0.00	2,000.00	c			Ron's values
57	Burgundy computer cabinet	70.00	0.00	70.00	s/w			Gift from Jaime to Patty. We used it for Grandbabies but Jaime specifically gave it to me when she moved as I had always loved it. Goes with Midland prop.
58	Nail Desk (poorly built with defects)	250.00	0.00	250.00	c			Ron's value. Goes with Midland prop.
59	Hair cutting chairs	500.00	0.00	500.00	c			Ron's value. Goes with Midland prop.
60	2 carts \$35 ea & 3 chairs \$50 each (don't have any trays)	220.00	0.00	220.00	c			Ron's values. \$50 ea for chairs = \$150 and \$35 ea for pedi carts = \$70 Goes with Midland property
61	Nail & Waxing supplies	10,000.00	0.00	10,000.00	c			Ron can have all of the supplies for his value of \$10k. (see his supplemental interrogatories #43) His intent was to put me out of business, they are his now.
62	Massage table (1)	250.00	0.00	250.00	c		x	I need this for personal use.
63	Love seat & chair \$150 + 150	300.00	0.00	300.00	c			Midland lobby furnishings
64	Water machine (only 1) 5 yrs old out of warranty.	699.00	0.00	699.00	c		x	1yr old machines, lightly used selling for 869.99. mine has had repairs & been heavily used by the public. Daughter April signed for the 2nd machine several years ago & was responsible for returning it. Ck with her for 2nd machine that Ron mentioned in interrogatories.
65	Copier (1)	3,000.00	0.00	3,000.00	c			Ron's value of \$3,000. (see his supplemental Interrogatory #48). This goes with the Midland property.
66	Desk	450.00	0.00	450.00	s/w		x	Ron's value of desk is \$450 (see supplemental Interrogatory #47). Midland furnishing. Goes with Midland. Patty purchased prior to 8-31-01.
67	Paper shredder	30.00	0.00	30.00	s/w		x	Patty purchased prior to 8-31-01
68	File Cabinet.	250.00	0.00	250.00	c			Ron's value. Goes with Midland prop. Ron said it is solid cherry wood.
69	File cabinets in shed 9x50	450.00		450.00	s/w		x	Ron's value. Goes with Midland prop. Ron said 15; incorrect there are 9. Patty purchased these prior to 8-31-2001

70	Shed supplies misc	500.00	0.00	500.00	s/w		x	Ron's value of \$500. Goes with Midland property. (Signs, riders & chairs were purchased, prior to 8-31-2001).
71	Chairs (10)	300.00	0.00	300.00	c/s			Ron's value of 300. Goes with Midland furnishings. Patty purchased 1/2 of these prior to 8-31-01
72	Phone system (3)	1,000.00	0.00	1,000.00	c			Ron's value of \$1,000. Goes with Midland property.
73	Internet router & equipment	50.00	0.00	50.00	c			Ron's value of \$50. Goes with Midland property.
74	Cabinet & shelf	100.00	0.00	100.00	c			Ron's value. Goes with Midland.
75	Paintings (3)	3,000.00	0.00	3,000.00	c/s	1	2	Ron actually gifted one of these to me so he can have 1 and I'll have the 1 he gifted and the third one.
76	dresser	60.00	0.00	60.00	c		x	
77	Picture of Dewey Palace - Gift from Dad				s		x	Gift from Dad
78	Personal Items - Kitchen & Dining							
79	Bed, Bath & Beyond for bath & kitchen essentials, I needed to set up my home	250.00	0.00	250.00	c		80.00	
80	Complete set of Calphalon pans (lifetime warranty) new apx \$900!	60.00	0.00	60.00	c		60.00	I will take the calphalon pans at the price Ron put on them. We purchased these together. These are a complete set.
81	Box set from Yard sale (\$45 new)	35.00	0.00	35.00	c		35.00	Ron wanted to keep the good set so I picked some up @ a Yard sale
82	Miscellaneous pots & pans	25.00	0.00	25.00	c	25.00		
83	China cab - Yard Sale - rough shape	60.00	0.00	60.00	c		60.00	
84	Refrigerator	250.00	0.00	250.00	s/w	250.00		Ron copied the front of the manual & stated under oath that he purchased it but I have the receipt for this & it was purchased prior to 8-31-01 by me.
85	Refrigerator	400.00	0.00	400.00	c			
86	Kitchen table with 4 chairs & 4 pads	160.00	0.00	160.00	s/w	160.00		Patty purchased prior to 8-31-2001
87	Kitchen table with 4 chairs	299.00	0.00	299.00	c		299.00	New
88	Stoves (in homes)	200.00	0.00	200.00	s/w	200.00	100.00	Patty purchased the 1 in 327 prior to 8-31-01
89	Dishwashers (included in homes)	0.00	0.00	0.00	s/w	100.00		Ron owes me for the dishwasher in his hm at 327. I purchased prior to 8-31-2001
90	Kitchen utensils (already divided drawer equally)	80.00	0.00	80.00	c	x	x	Already divided drawer equally
91	Silverware (Ron kept all silverware drawer)	40.00	0.00	40.00	c	40.00		Ron kept all of our silverware drawer

92	Silverware holder	10.00	0.00	10.00	s/h	x		Ron purchased prior to 8-31-01
93	Silverware - Yard sale pieces	10.00	0.00	10.00	c	X		Ron kept all
94	Dish sets (Ron kept all dishes) Corel and oven to table sets	55.00	0.00	55.00	c	55.00		
95	China - my mothers - inherited	500.00	0.00	500.00	s/w		x	inherited from Mother
96	Drinking glasses	20.00	0.00	20.00	s/w		x	lady gave them to me @ yard sale
97	Heavy Drinking glasses	25.00	0.00	25.00	c	25.00		
98	White Plastic picnic set with large glasses	25.00	0.00	25.00	s/w	25.00		Patty purchased these prior to 8-31-01. Ron has.
99	Multi-colored picnic set	20.00	0.00	20.00	s/w	20.00		Patty purchased these prior to 8-31-01. Ron has.
100	Can opener	5.00	0.00	5.00	c	5.00		
101	thermos's in kitchen	20.00	0.00	20.00	s/h	x		Ron purchased prior to 8-31-2001
102	coffee pot	20.00	0.00	20.00	c	20.00		
103	Blender	15.00	0.00	15.00	s/h	x		Ron purchased prior to 8-31-2001
104	spoons	30.00	0.00	30.00	s/w	30.00		Patty purchased prior to 8-31-2001
105	X-lg set of 2 silver bowls	15.00	0.00	15.00	s/w	15.00		Patty purchased prior to 8-31-2001
106	Electric knife	20.00	0.00	20.00	s/w		x	Patty purchased prior to 8-31-2001
107	Hand mixer -new	25.00	0.00	25.00	c	25.00		
108	Hand mixer - old	15.00	0.00	15.00	s/w		x	Patty purchased prior to 8-31-2001
109	Cotner's (gift from Dorothy)	30.00	0.00	30.00	s/w		x	Gift from Dorothy Cotner
110	Wine glasses in home	25.00	0.00	25.00	c	25.00		
111	1 small crock pot	30.00	0.00	30.00	s/h	x		gift from Ron's Mom
112	1 large crock pot	40.00	0.00	40.00	c	40.00		
113	1 vacuum pack machine with attachments	100.00	0.00	100.00	c		20.00	Ron & I purchased this together
114	Large electric frying pan	30.00	0.00	30.00	s/h	x		Ron purchased prior to 8-31-2001
115	1 large Heavy Roasting pan	40.00	0.00	40.00	s/h	x		gift from Ron's Mom
116	1 large blue roasting pan	20.00	0.00	20.00	s/w	20.00		Patty's prior to 8-31-2001
117	Really nice egg pan	15.00	0.00	15.00	c	15.00		
118	4 heavy blue french onion soup bowls	20.00	0.00	20.00	c	20.00		
119	2 glass bowls, 1 with lid	15.00	0.00	15.00	s/h	x		Ron purchased prior to 8-31-2001
120	3 Exrtra Large Baking Pans - sheet style	20.00	0.00	20.00	c	20.00		
121	3 Glass baking dishes with blue lids	20.00	0.00	20.00	c	20.00		
122	2 Glass baking dishes with red lids	15.00	0.00	15.00	c		15.00	
123	2 decorative wine holders	30.00	0.00	30.00	s/w	30.00		Patty purchased prior to 8-31-2001. Ron has.
124	2 decorative wine holders	30.00	0.00	30.00	s/w		x	Patty purchased prior to 8-31-2001. Patty has.
125	Wine collection (split equally)	200.00	0.00	200.00	c	x	x	These were split equally.
126	Liquor cabinet (split equally)	250.00	0.00	250.00	c	x	x	These were split equally.

127	Glass tea jar & lg plastic pitcher with lid	15.00	0.00	15.00	s/w	0.00		Patty purchased prior to 8-31-2001. Ron has.
128	Covered cake display	15.00	0.00	15.00	s/w		x	Patty purchased prior to 8-31-2001. Ron has.
129	Toaster with pan for crumbs	15.00	0.00	15.00	s/w	15.00		Patty purchased prior to 8-31-2001. Ron has.
130	Heavy Glass powder sugar jar	10.00	0.00	10.00	s/w	10.00		Patty purchased prior to 8-31-2001. Ron has.
131	Yellow antique candy dish with lid-	5.00	0.00	5.00	s/w	5.00		Patty inherited from her Aunt Irene
132	Pizza stone baking dish	10.00	0.00	10.00	c	10.00		
133	Vase cupboard with misc vases	5.00	0.00	5.00	c/s	x		some prior/some after.Doesn't matter. Ron kept.
134	antique souffle dish	20.00	0.00	20.00	s/h	x		Ron purchased prior to 8-31-2001
135	Measuring cups, glass & plastic	10.00	0.00	10.00	s/h	x		Ron purchased prior to 8-31-2001
136	1 Measuring cup - yard sale	1.00	0.00	1.00	c		1.00	
137	Misc dessert dishes & specialty glasses	20.00	0.00	20.00	c	20.00		
138	Mexico Wine glasses	40.00	0.00	40.00	s/w		x	Patty purchased prior to 8-31-2001. Ron needs to return.
139	Antique Frog dish	20.00	0.00	20.00	s/w		x	Patty purchased prior to 8-31-2001. Ron has.
140	2 cutting boards	10.00	0.00	10.00	c	10.00		
141	spaghetti holder	5.00	0.00	5.00	s/w		x	Patty purchased prior to 8-31-2001. Ron has.
142	Tortilla warmer w/lid (reddish brown)	10.00	0.00	10.00	s/w		x	Patty purchased prior to 8-31-2001. Ron needs to return.
143	1 white platter w/pink flowers-inherited	5.00	0.00	5.00	s/w		x	Patty Inherited from Mom. Ron needs to return to Patty.
144	1 pink platter - inherited	5.00	0.00	5.00	s/w		x	Patty Inherited from Mom. Ron needs to return to Patty.
145	1 antique crystal t-set-inherited from Mom - displayed in curio cabinet on plant shelf	75.00	0.00	75.00	s/w		x	Patty Inherited from Mom. Ron needs to return to Patty.
146	2 travel mugs with lids	10.00	0.00	10.00	c	10.00		
147	2 travel mugs with lids	10.00	0.00	10.00	c		10.00	
148	2 starbucks photo mugs - new	10.00	0.00	10.00	c	x	x	
149	Misc tupperware cupboard	10.00	0.00	10.00	c	10.00		Ron & Patty both purchased prior to 8-31-2001 but Ron kept all of the items
150	Misc tupperware bowls	10.00	0.00	10.00	s/w	10.00		Patty purchased prior to 8-31-2001. Ron kept items.
151	Plastic garbage bag holder	1.00	0.00	1.00	s/w		x	Patty purchased prior to 8-31-2001
152	Large strainer	5.00	0.00	5.00	c	5.00		
153	Large red funnel	5.00	0.00	5.00	c	5.00		
154	3 Large potatoe & onion bins	15.00	0.00	15.00	c		x	

155	Printed Recipes in small manilla envelope	0.00	0.00	0.00	c		x	
156	Betty Crocker Cook book	10.00	0.00	10.00	s/w		x	Patty received as a HS graduation present
157	Cook book cupboard multiple books	60.00	0.00	60.00	c		x	Ron kept Huge collection of cookbooks.
158	Kitchen trash can	5.00	0.00	5.00	c	5.00		
159	Purple Kitchen hand towels from hm (3)	7.00	0.00	7.00	c		7.00	
160	Kitchen multiple hand & wash towels, scrub brushes	30.00	0.00	30.00	c	30.00		Ron kept towels in towel cupboard
161	Cereal cupboard w/teas, coffees, rice, puddings, oatmeal, cold cereals, etc	50.00	0.00	50.00	c	50.00		
162	Cleaners under kitchen sink	25.00	0.00	25.00	c	25.00		
163	Seasoning cupboard, massive with holders	150.00	0.00	150.00	c	55.00		
164	Seasoning, bought 1 rack at Bed,bath&beyond.	40.00		40.00	c		40.00	
165	seasoning packet drawer-multiple packets	40.00	0.00	40.00	c		20.00	
166	2 Large Glass Measuring Pitchers	20.00	0.00	20.00	s/w		x	Ron needs to return to Patty. Patty purchased prior to 8-31-2001
167	Patty's white pitcher & glass set	25.00	0.00	25.00	s/w		x	Patty Inherited from her Aunt Irene
168	3 Glass curio cabinets	40.00	0.00	40.00	s/w		x	Patty purchased prior to 8-31-2001
169	Trinkets in curio cabinets	10.00	0.00	10.00	s/w		x	Patty purchased prior to 8-31-2001
170	Upstairs Pantry cupboard w/food	500.00	0.00	500.00	c	275.00		see picture
171	Wireless door bell	15.00	0.00	15.00	c	15.00		
172	Kitchen Phone	15.00	0.00	15.00	c	15.00		
173	Hardwood sweeper with 2 covers	30.00	0.00	30.00	c	30.00		
174	Kitchen Broom and dust pan	15.00	0.00	15.00	c	15.00		
175	Bedrooms & office				c			
176	Basement Queen Bed & split box frame	200.00	0.00	200.00	c	200.00		
177	3 sets of Queen sheets	40.00	0.00	40.00	s/h	x		Ron purchased prior to 8-31-2001
178	lamp - basement bedroom	15.00	0.00	15.00	s/w	15.00		Patty purchased prior to 8-31-2001
179	Door Mirror	15.00	0.00	15.00	s/h	x		Ron purchased prior to 8-31-2001
180	Basement afghan				s/h	x		Ron's Mom made afghan
181	Blankets for Queen bed				s/h	x		Ron had prior to 1983
182	Gorgeous High end Bedroom King set	600.00	0.00	600.00	s/w	600.00		Patty purchased prior to 8-31-2001

183	Thermopedic split king mattress with massager & adjustable features w/2 remote for both sides	400.00	0.00	400.00	s/w	400.00		Patty purchased prior to 8-31-2001
184	2 white chest of drawers	100.00	0.00	100.00	s/w	100.00	x	If Ron returns to Patty unbroken I will remove the 100 charge. Patty purchased prior to 8-31-2001
185	1 white chest of drawers	50.00	0.00	50.00	s/w		x	Patty purchased prior to 8-31-2001
186	shoe storage	20.00	0.00	20.00	c	20.00		
187	shoe storage	20.00	0.00	20.00	c		20.00	
188	2 sets of high thread count Egyptian cotton King sized sheets	100.00	0.00	100.00	s/w	100.00		Patty purchased prior to 8-31-2001
189	Queen bed set from Yard sale	150.00	0.00	150.00	c		150.00	
190	dust buster	20.00	0.00	20.00	c	20.00		
191	comforter & blankets	30.00	0.00	30.00	c	30.00		
192	1 small metal file box	5.00	0.00	5.00	s/w	x		Ron purchased prior to 8-31-2001
193	2 glass lamps: tarnished-not repairable	65.00	0.00	65.00	s/w		x	Patty purchased prior to 8-31-2001
194	2 sets of used queen sheets	40.00	0.00	40.00	s/w		x	gift from Lyn Groever
195	Blanket	10.00	-	10.00	s/w		x	Patty purchased @yard sale prior to 8-31-2001
196	White Quilt	40.00	0.00	40.00	s/w		x	Patty inherited from Grandmother
197	Jewelry box	40.00	0.00	40.00	s/w		x	Patty had prior to 8-31-2001
198	2 round end tables Dad made in 1940	50.00	0.00	50.00	s/w		x	gift from Father
199	Jewelry - costume	240.00	0.00	240.00	c/s		240.00	Most was either gifted or purchased prior to 8-31-2001 except 240
200	Jewelry - fine	843.00	0.00	843.00	c/s		843.00	Most was either gifted or purchased prior to 8-31-2001 except \$843.
201	Jewelry many pieces inherited & gifts				s/w		x	
202	white scales - antique	15.00	0.00	15.00	s/w		x	Patty inherited from Grandpa
203	scales - new	25.00	0.00	25.00	s/h	x		Last anniversary gift from Patty to Ron
204	Hide-a-bed (40+ years old)	50.00	0.00	50.00	s/w		x	gift from Uncle Lloyd to Patty
205	Small bedroom TV. Fell off bed at hm at 327 Lone Star Road and broke	0.00	0.00	0.00	c		x	
206	2 wooden mirrors	60.00	0.00	60.00	s/w		x	Made by Patty's brother-in-law for Grandpa. Then Patty inherited from Grandpa
207	Hope chest				s/w		x	HS graduation present from Dad
208	Wedding Dress with shoes & veil	400.00	0.00	400.00	s/w		x	Ron would not let me take it so it is his to keep.
209	Brother copier/printer/fax/scanner	150.00	0.00	150.00	c	75.00		Ron's value
210	1 solid oak roll top desk	250.00	0.00	250.00	s/w	150.00		Patty purchased prior to 8-31-2001 Ron kept.
211	1 solid oak desk with no return	180.00	0.00	180.00	s/w	180.00		Patty purchased prior to 8-31-2001. Ron kept.

212	2 solid oak file cabinets	100.00	0.00	100.00	s/w	100.00		Patty purchased prior to 8-31-2001. Ron kept.
213	white mirror in office	15.00	0.00	15.00	s/w	15.00		Patty purchased prior to 8-31-2001. Ron kept.
214	oak clock	5.00	0.00	5.00	s/w	5.00		Patty purchased prior to 8-31-2001. Ron kept.
215	corner mirrored cabinet	20.00	0.00	20.00	s/w	20.00		Patty purchased prior to 8-31-2001. Ron kept.
216	oak chairs (2) in HOME office	60.00	0.00	60.00	s/w	60.00		Patty purchased prior to 8-31-2001. Ron kept.
217	small wooden shelves on top of roll top	25.00	0.00	25.00	s/w	25.00		Patty purchased prior to 8-31-2001. Ron kept.
218	Multiple antique bks & kids dictionaries	30.00	0.00	30.00	c	30.00		
219	Phone & answering machine	25.00	0.00	25.00	c	25.00		
220	plastic stacking chest of drawers	30.00	0.00	30.00	c	30.00		
221	plastic stacking chest of drawers	30.00	0.00	30.00	c		30.00	
222	internet router & equipment at HOME	50.00	0.00	50.00	c	50.00		Ron's value.
223	High end shredder	30.00	0.00	30.00	s/w	30.00		Patty purchased prior to 8-31-2001. Ron kept.
224	Antique bottle opener	10.00	0.00	10.00	s/h	x		Ron purchased prior to 8-31-2001
225	3 rolls 100 ct forever stamps (\$46 ea)	138.00	0.00	138.00	c	60.00		
226	3 underwater cameras	40.00	0.00	40.00	s/w		x	Patty purchased prior to 8-31-2001. Ron kept.
227	1 camera with padded package	20.00	0.00	20.00	s/w		x	Patty purchased prior to 8-31-2001. Ron kept.
228	2 digital cameras (1 in boat & 1 in house)	150.00	0.00	150.00	c	x	x	Ron purchased 1, I purchased the 2nd. He has 1 in his boat and 1 in the house.
229	1 digital camera	74.00	0.00	75.00	c		75.00	
230	Umbrellas	20.00	0.00	20.00	s/h	x		Ron purchased prior to 8-31-2001
231	Umbrellas	20.00	0.00	20.00	s/w		x	Patty purchased prior to 8-31-2001
232	TV trays	20.00	0.00	20.00	s/h	x		Ron purchased prior to 8-31-2001
233	TV trays	30.00	0.00	30.00	s/w		x	Patty purchased prior to 8-31-2001
234	2 multi package reading glasses	38.00	0.00	38.00	c	38.00		
235	trash can	5.00	0.00	5.00	s/w	5.00		Patty purchased prior to 8-31-2001
236	Magnifying glass with case	15.00	0.00	15.00	s/h	x		Ron purchased prior to 8-31-2001
237	2 blankets (Scott & Aprils)	0.00	0.00	0.00	s/h	x		Patty needs to return to Ron
238	1 purple blanket from childhood	0.00	0.00	0.00	s/w		x	
239	2 small blue stained glass lamps	50.00	0.00	50.00	s/w		x	Inherited from Patty's 2nd Mom, Edna
240	Ironing board - good condition	15.00	0.00	15.00	s/w	15.00		Patty purchased prior to 8-31-2001. Ron kept.
241	ironing board - from yard sale	10.00	0.00	10.00	c		10.00	
242	iron	15.00	0.00	15.00	s/w		x	Patty purchased prior to 8-31-2001

243	sewing kit	15.00	0.00	15.00	c/s		4.00	Patty had years prior to 8-31-2001. Hasn't sewed in many years. However, I have a travel sewing kit in there for \$4 that should be claimed.
244	small white file cab with ALL files	25.00	0.00	25.00	s/w		x	Ron needs to return to Patty with all contents. Patty purchased prior to 8-31-2001. At Ludwig's office.
245	Personal property - Living rooms							
246	Love seat & chair -new	900.00	0.00	900.00	c		900.00	RCWilley's said once removed it is worth 1/2
247	Couch & love seat - leather	400.00	0.00	400.00	s/w	400.00		Patty purchased prior to 8-31-2001. Ron kept.
248	solid wood end tables (3) with glass	120.00	0.00	120.00	s/w	120.00		Patty purchased prior to 8-31-2001. Ron kept.
249	small stand (using as end table)	25.00	0.00	25.00	s/w		x	Patty purchased prior to 8-31-2001. Ron kept.
250	TV -gift from Henry & then Ron	50.00	0.00	50.00	s/w		x	
251	TV	500.00	0.00	500.00	c		500.00	
252	TV	75.00	0.00	75.00	s	75.00		Patty purchased prior to 8-31-2001. Ron kept.
253	Surround Sound&stereo equip	150.00	0.00	150.00	c	150.00		We bought together. Ron kept.
254	Rough little stand from yard sale.	10.00	0.00	10.00	s/w		x	Lady at Yard Sale gave it to me
255	oak wood coat rack	10.00	0.00	10.00	s/w	10.00		Patty purchased prior to 8-31-2001. Ron kept.
256	white hat rack	5.00	0.00	5.00	s/w		x	Patty purchased prior to 8-31-2001
257	brown chair	0.00	0.00	0.00	s/h	x		Had pre-1983
258	Leather recliner (swivels & rocks)	80.00	0.00	80.00	s/w	80.00		Patty purchased prior to 8-31-2001. Ron kept.
259	2 lamps	40.00	0.00	40.00	s/w	40.00		Patty purchased prior to 8-31-2001. Ron kept.
260	Misc tapes & DVD's-split equally	80.00	0.00	80.00	c	40.00	40.00	
261	Guitar - Ron said was very nice	500.00	0.00	500.00	s/h	x		gift from Jaime
262	Guitar - Ron said was very expensive	500.00	0.00	500.00	s/h	x		Ron purchased prior to 8-31-2001
263	Electric guitar with amplifier	500.00		500.00	s/h	x		Ron purchased prior to 8-31-2001
264	Guitar music,stand,tuners,piks, etc	50.00	0.00	50.00	s/h	x		Ron purchased prior to 8-31-2001
265	children's table & chairs	10.00	0.00	10.00	c	10.00		
266	Living room blankets	0.00	0.00	0.00	s/h	x		Gift from Ron's Mom
267	Living room blanket (1)	0.00	0.00	0.00	s/w		x	Gift from Kovacs
268	3 glass decorative jars	30.00	0.00	30.00	c		30.00	
269	tall glass jar	20.00	0.00	20.00	s/w		x	Patty purchased prior to 8-31-2001
270	Books	30.00	0.00	30.00	c/s		5.00	Patty purchased most prior to 8-31-2001 except \$5.00
271	Entertainment Center	300.00	0.00	300.00	c		300.00	
272	Entertainment Center-Ron built solid oak	300.00	0.00	300.00	s/h	x		Ron built prior to 8-31-2001
273	Throw rug (3) crumbles & worn out	0.00	0.00	0.00	c		0.00	

274	Throw rugs & blankets in hamper	40.00	0.00	40.00	c		x	
275	Photo storage containers (5)	80.00	0.00	80.00	c		80.00	Confirmed previous value was inflated
276	Patty's Marbles	200.00	0.00	200.00	s/w	x	x	Ron gifted these to me and some are inherited from my Mom. He still has his marbles. If he wants mine for his price of \$650 that is fine! Do not know the value of his but had them from his youth.
277	Vacuum	300.00	0.00	300.00	s/h	x		Patty needs to return to Ron. This is Ron's value of vacuum & he left it at remodel as it is a construction vacuum
278	Dewalt Cordless Drill	65.00	0.00	65.00	c		65.00	value per Ken's Pawn.
279	Bible(s) from childhood	0.00	0.00	0.00	s/w		x	
280	4 pair of glasses from \$ store	4.00	0.00	4.00	c		4.00	Ron kept the packages of glasses
281	Picture of Jesus (from Heaven is for real)	50.00	0.00	50.00	s/w		x	Gift from Sharon
282	1 box of magnetic paper	45.00	0.00	45.00	c		x	Ron needs to return to patty or be chgd. It is sitting on top of oak file cabinet in home office.
283	children's wicker rocking chair-gift from sister	30.00	0.00	30.00	s/w		x	Ron needs to return to patty
284	Patty's checks & tax records & books	0.00	0.00	0.00	c/s		x	Ron needs to return to patty
285	Ron's checks & tax records & books	0.00	0.00	0.00	c/s	x		
286	Money collection - silver dollars inherited	98.00	0.00	98.00	s/w		x	Mom's collection
287	Huge basket at front door	0.00	0.00	0.00	s/w		x	Ron's value was zero. Patty purchased prior to 8-31-2001. At Ludwig's office.
288	Huge Blue bin with lid for toys	0.00	0.00	0.00	s/w		x	Ron's value was zero. Patty purchased prior to 8-31-2001. At Ludwig's office.
289	Camcorder	25.00	0.00	25.00	s/w		x	Patty purchased prior to 8-31-2001
290	Camcorder assessories-case, batteries, etc	10.00	0.00	10.00	s/w		x	Patty purchased prior to 8-31-2001. He has all assessories. I do not want them back.
291	Personal prop-Bathrms, laundry & pantry							
292	Plungers Decorative (2)	30.00	0.00	30.00	s/w	15.00		Patty purchased prior to 8-31-2001. Ron kept.
293	Plunger Commercial size	20.00	0.00	20.00	s/h	x		Ron purchased prior to 8-31-2001
294	Toilet Brushes (2) Decorative	30.00	0.00	30.00	s/w	x		Patty purchased prior to 8-31-2001. Ron kept.
295	Trash bathroom trash cans (2)	20.00	0.00	20.00	s/w	x		Patty purchased prior to 8-31-2001. Ron kept.
296	basket I'm using as a trash can	5.00	0.00	5.00	s/w		x	Patty purchased prior to 8-31-2001
297	Rack in shower for drying clothes	5.00	0.00	5.00	c	5.00		
298	2 door mirrors	30.00	0.00	30.00	c	30.00		Ron and I purchased together.
299	Medicine cabinet of bandaids, ointments, etc	40.00	0.00	40.00	c	40.00		I had to stock my cabinet while Ron retained all staples in cabinet.

300	Patty's extraction kit with glasses	20.00	0.00	20.00	s/w		x	I've had prior to 8-31-2001. Ron needs to return. Ron said it was at Ludwig's office.
301	Extraction tool - gift to Patty from Dr. Burr	0.00	0.00	0.00	s/w		x	Ron needs to return to Patty. Ron said it was at Ludwig's office.
302	White candle warmer	5.00	0.00	5.00	c	5.00		Ron has on his bathroom toilet
303	Black candle warmer	5.00	0.00	5.00	c	5.00		Ron has on the end table in living rm
304	2 shower curtains (1 new one in laundry rm)	10.00	0.00	10.00	c	10.00		
305	Bath towels and hand towels	50.00	0.00	50.00	c	50.00		Ron kept all bathroom towels
306	Bath towels and hand towels	50.00	0.00	50.00	s/w		x	Dorothy gifted me some used towels for my new hm.
307	Shower curtain rod	25.00	0.00	25.00	s/w	25.00		Patty purchased prior to 8-31-2001. Ron kept.
308	Decorative shower hooks	5.00	0.00	5.00	s/w	5.00		Patty purchased prior to 8-31-2001. Ron kept.
309	Neptune Washer & Dryer	250.00	0.00	250.00	s/w	250.00		Patty purchased prior to 8-31-2001. Ron kept.
310	Neptune Washer & Dryer	125.00	0.00	125.00	c		125.00	bought @ Yard sale. Dryer doesn't work
311	Set of metal shelving	15.00	0.00	15.00	c	15.00		
312	All of the soaps, liquid, bleach, spotters, etc	50.00	0.00	50.00	c	50.00		Ron kept all soaps
313	Soaps & bleach-1/2 used-came with W/D	20.00	0.00	20.00	s/w		x	Lady threw in 1/2 used soap & bleach with Neptunes @Yardsale
314	Card table with 4 chairs	50.00	0.00	50.00	c		x	This set was a newer set we had together.
315	shower scrapers (2)	10.00	0.00	10.00	s/w	10.00		Patty purchased prior to 8-31-2001. Ron kept.
316	Cleaning supplies with brushes	20.00	0.00	20.00	c	20.00		
317	King size heating pad	10.00	0.00	10.00	s/w		x	Ron gave me for my birthday
318	Laundry rm trash can	5.00	0.00	5.00	c	5.00		
319	Large pack of toilet paper	19.00	0.00	19.00	c	19.00		
320	Large pack of paper towels	16.00	0.00	16.00	c	16.00		
321	Large Laundry hamper	5.00	0.00	5.00	s/w	5.00		Patty purchased prior to 8-31-2001. Ron kept.
322	Personal Property - guns & Bullets							
323	Charter arms pistol (gift from my Dad)	165.00	0.00	165.00	s/w		x	gift from Patty's Dad
324	1 Narc agents pistol (give from my Dad)	400.00	0.00	400.00	s/w		x	gift from Patty's Dad
325	Fold up pistol (gift from my Dad) Value?				s/w		x	gift from Patty's Dad
326	Bullets (2 boxes) gift from Ron				s/w		x	Ron gave these to me.
327	All boxes of 25's & 22's belong to Patty				s/w		x	Patty was gifted these with guns. Ron needs to give back to Patty

							Ron spent \$10,218.82 at Sportsman's, Cabella's and other such stores alone per his credit card receipts in 2011. This estimate for the value of 12 years of accumulated weapons collecting is based on this figure, my knowledge and photographs of his gun room and safe. I also consulted a weapons expert as to values of specific guns.
328	Guns & scopes	20,709.00		\$ 20,709.00	c/s	\$ 500.00	
329	Bullets & ammunition	10,000.00		\$ 10,000.00	c	\$ 1,300.00	90% of all amo purch since 8-31-01.
330	Personal prop - garage & outside						
331	open						
332	luggage - Ron & I shared equally.	50.00	0.00	50.00	s/w	50.00	x Patty purchased prior to 8-31-2001. We divided equally when I left.
333	Lightweight aluminum/metal tabel -My Moms	30.00	0.00	30.00	s/w		x Ron needs to give back to Patty. Ron said it was at Ludwig's office
334	Garage attic contents	100.00		100.00	s/w	100.00	Patty's inherited items. Credit can be given If property is returned to Patty.
335	antique accordin in case	200.00	0.00	200.00	s/h	x	Ron purchased prior to 8-31-2001
336	Small Box of old brass candle holders	20.00	0.00	20.00	s/w		x Patty purchased prior to 8-31-2001
337	Candle Holders Dad gave to Mom-inherited	50.00	0.00	50.00	s/w		x inherited
338	Rabbit/cat cage - yard sale - cage is broken	1.00	0.00	1.00	c		1.00
339	Dart board - magnetic	20.00	0.00	20.00	s/w		x Patty purchased prior to 8-31-2001
340	Dart board - electric	20.00	0.00	20.00	s/w	x	Ron had prior to 8-31-2001
341	Ice machine for knee (2) split equally	50.00	0.00	50.00	s/w	25.00	x Patty got from surgeries prior to 8-31-2001. Ron has one & I have one.
342	2 white melamine shelving	75.00	0.00	75.00	s/w		x Patty purchased prior to 8-31-2001
343	Display cabinets (2) inherited from Mom	100.00	0.00	100.00	s/w		x inherited from Mom for bears
344	air mattress	80.00	0.00	\$ 80.00	s/h	x	Ron purchased prior to 8-31-2001
345	Back packs	45.00	0.00	\$ 45.00	c	x	
346	Back field pack	25.00	0.00	\$ 25.00	s/h	x	Ron purchased prior to 8-31-2001
347	Blankets & afgans	45.00	0.00	\$ 45.00	c	\$ 45.00	Ron kept all extra blankets.
348	Binoculars: in pack	100.00	0.00	\$ 100.00	s/h	x	
349	Binoculars: swarovski binoculars	1,897.21	0.00	\$ 1,897.21	c	\$ 1,897.21	receipt dated 8-4-2004
350	Tub full of Louis lamore + tub (apx \$3 ea)	80.00	0.00	\$ 80.00	c/s	\$ 40.00	Ron collected some before 8-31-2001 and some after.
351	Day packs	40.00	0.00	\$ 40.00	c	\$ 40.00	
352	Ear protection (case)	20.48	0.00	\$ 20.48	c	\$ 20.48	
353	Food room:	1,000.00	0.00	\$ 1,000.00	c	\$ 500.00	margarita bucket, vegi's, fruits, beans, rice, shrimp, tuna, fish, baggies,light bulbs, spider traps, chips, seasonings, etc (see picture)
354	Ron gave me 2 boxes of food. All but 6 things expired. Saved food for courts inspection.	32.00	0.00	\$ 32.00	c		32.00
355	GPS Garmin	450.00	0.00	\$ 450.00	c	\$ 150.00	
356	Gun cases hard	40.00	0.00	\$ 40.00	c	\$ 40.00	
357	Gun case - camo	100.00	0.00	\$ 100.00	c	x	

358	Gun Cases soft	20.00	0.00	\$ 20.00	c	x		
359	Hatchet - estwing	40.00	0.00	\$ 40.00	c	\$ 40.00		
360	Hand warmers 2 cases	65.98	0.00	\$ 65.98	c	\$ 65.98		
361	Knap sack	30.00	0.00	\$ 30.00	c	\$ 30.00		
362	Knife - hunting	50.00	0.00	\$ 50.00	c	x		
363	Laundry basket (x-tra 1)	15.00	0.00	\$ 15.00	c	\$ 15.00		
364	light bulbs	20.00	0.00	\$ 20.00	c	\$ 20.00		
365	Pigeon clay throwers & clay pigeons	75.00	0.00	\$ 75.00	s/h	x		Ron had prior to 8-31-2001
366	Pump	20.00	0.00	\$ 20.00	s/h	x		Ron purchased prior to 8-31-2001
367	Range finder	300.00	0.00	\$ 300.00	c	x		Ron does have one. Purchased since 2005
368	Primer wods	50.00	0.00	\$ 50.00	c	x		
369	Reloading equipment	60.00	0.00	\$ 60.00	s/h	x		Ron purchased prior to 8-31-2001
370	Shelving 2 large metal shelves & 1 small metal shelf	75.00	0.00	\$ 75.00	c	\$ 75.00		
371	Reloader & Reloading equipment	100.00	0.00	\$ 100.00	s/h	x		Ron purchased prior to 8-31-2001
372	Table & cairs	100.00	0.00	\$ 100.00	s/h	x		Ron purchased prior to 8-31-2001
373	Tents	120.00	0.00	\$ 120.00	c	\$ 120.00		
374	Tarps	40.00	0.00	\$ 40.00	c	\$ 40.00		
375	thermos's	60.00	0.00	\$ 60.00	s/h	x		Ron purchased prior to 8-31-2001
376	tri-pods (2)	65.00	0.00	\$ 65.00	c	\$ 65.00		Ron & Patty purchased together prior to 8-31-2001. Ron kept both.
377	rack for hunting clothes	20.00	0.00	\$ 20.00	s/h	x		Ron purchased prior to 8-31-2001
378	1 oak shelf	25.00	0.00	25.00	s/w	\$25.00	x	Inherited from Grandpa. Goes with Midland.
379	2nd oak shelf -Ron has somewhere	25.00	0.00	25.00	s/w	\$25		Inherited from my Grandpa but Ron can keep
380	Mom's collection of spoons - inherited	0.00	0.00		s/w		x	Patty inherited
381	Mom's collection of dolls - inherited	0.00	0.00		s/w		x	Patty inherited
382	Mom's collection of bells - inherited	0.00	0.00		s/w		x	Patty inherited
383	Mom's collection of bears - inherited	3,000.00	0.00	3,000.00	s/w		x	Patty inherited
384	Mom's collection of Christmas décor -	0.00	0.00		s/w		x	Patty inherited
385	Mom's collection of hankchiefs inherited	0.00	0.00		s/w		x	Patty inherited
386	Mom's collection of silver \$'s & misc coins	0.00	0.00		s/w		x	Patty inherited
387	Mom's collection of recipes - inherited	0.00	0.00		s/w		x	Patty inherited
388	Mom's collection of utensils & kitchen items	0.00	0.00		s/w		x	Patty inherited
389	Patio table & chairs - yard sale	35.00	0.00	\$ 35.00	c		35.00	
390	Wicker chairs from yard sale - free	0.00	0.00	\$ -	c		x	free because in bad shape - had them looked at & found 0 value. see pictures
391	Patio table with b/l benches	250.00	0.00	\$ 250.00	c	250.00		
392	Tiki Torches	40.00	0.00	\$ 40.00	c	10.00		Ron kept all of our tiki torches
393	tall black letter sized metal file cabinet	30.00	0.00	\$ 30.00	s/w		x	Patty purchased prior to 8-31-2001

394	Pink Ladder	40.00	0.00	\$ 40.00	c		40.00	
395	car battery jumper:		0.00		s/w		x	Ron's Valentine's present from Ron
396	Antique bicycle pump - brass	\$ 50.00	0.00	\$ 50.00	s/h	x		Ron purchased prior to 8-31-2001
397	Antique bottle opener	\$ 10.00	0.00	\$ 10.00	s/h	x		Ron purchased prior to 8-31-2001
398	Antique books	\$ 60.00	0.00	\$ 60.00	c/s	\$ 30.00		Ron collected some of these prior to 8-31-2001 and some after.
399	Antique level	\$ 50.00	0.00	\$ 50.00	s/h	x		Ron purchased prior to 8-31-2001
400	Antique paper towel dispenser	\$ 25.00	0.00	\$ 25.00	s/h	x		Ron purchased prior to 8-31-2001
401	Antique oil can	\$ 15.00	0.00	\$ 15.00	s/h	x		Ron purchased prior to 8-31-2001
402	Antique Globe	\$ 30.00	0.00	\$ 30.00	s/h	x		Ron purchased prior to 8-31-2001
403	Antique Playboy collection & antique mag's	\$ 90.00	0.00	\$ 90.00	s/h	x		Ron purchased prior to 8-31-2001
404	Antique Pots & Pans	\$ 40.00	0.00	\$ 40.00	s/h	x		Ron purchased prior to 8-31-2001
405	Antique records	\$ 60.00	0.00	\$ 60.00	s/h	x		Ron purchased prior to 8-31-2001
406	Antique toaster	\$ 20.00	0.00	\$ 20.00	s/h	x		Ron purchased prior to 8-31-2001
407	Antique wood plane	\$ 50.00	0.00	\$ 50.00	s/h	x		Ron purchased prior to 8-31-2001
408	Animal carriers (large dog \$100 & cat \$30)	\$ 130.00	0.00	\$ 130.00	s/h	x		Ron purchased prior to 8-31-2001
409	Air bed	\$ 80.00	0.00	\$ 80.00	c		15.00	
410	Air respirator for chem, etc. High Quality charcoal	\$ 100.00	0.00	\$ 100.00	c	\$ 35.00	35.00	Ron had masks prior to 8-31-2001 but this is newer.
411	Anti-freeze bottles (3) at 15 ea	\$ 45.00	0.00	\$ 45.00	c	\$ 45.00		
412	2nd attic contents (over carport)	\$ 1,200.00	0.00	\$ 1,200.00	c/s	\$ 100.00		Ron got some of the stuff in the attic prior to 8-31-2001 but much has been collected from our real estate purchases. I have Many years of my personal and work files stored there.
413	Automatic Garage Door opener (in box)	\$ 199.00	0.00	\$ 199.00	c	x		
414	Automotive misc(Ste, oils sprays, etc.)	\$ 80.00	0.00	\$ 80.00	c	\$ 80.00		
415	Back pack frames (attic)	\$ 120.00	0.00	\$ 120.00	s/h	x		Ron purchased prior to 8-31-2001
416	Battery charger	\$ 100.00	0.00	\$ 100.00	s/h	x		Ron purchased prior to 8-31-2001
417	Batteries - boat	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00		
418	Batteries - car (4) 60 ea	\$ 240.00	0.00	\$ 240.00	c	x		
419	Bed roll	\$ 200.00	0.00	\$ 200.00	c	\$ 145.00		
420	Beer frig	\$ 200.00	0.00	\$ 200.00	c	\$ 200.00		
421	Beer in frig	\$ 118.93	0.00	\$ 118.93	c	x		
422	Buckets (2)	\$ 30.00	0.00	\$ 30.00	s/h	x		Ron had prior to 8-31-2001
423	Bicycle locks	\$ 25.00	0.00	\$ 25.00	c/s	\$ 12.50		half Ron's half Patty's prior to 8-31-01. Ron kept all.
424	Cable spools of spec cable Misc house wiring	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00		
425	Circle measuring wheel	\$ 99.00	0.00	\$ 99.00	s/w		x	Patty bought prior to 8-31-2001. Ron kept.
426	Chairs (4)	\$ 100.00	0.00	\$ 100.00	c		x	
427	Cleaners (large box of miscellaneous)	\$ 60.00	0.00	\$ 60.00	c	\$ 60.00		

428	Chair -rocker with foot stool	\$ 60.00	0.00	\$ 60.00	c	\$ 60.00		Patty bought for office to rock stanley at office in 2002. Ron kept.
429	Chemicals, lawn & weed eaters, gas cans,etc	\$ 450.00	0.00	\$ 450.00	c	\$ 450.00		
430	Christmas bin with stuff for kids & decor, etc. small tree, etc.	\$ 80.00	0.00	\$ 80.00	c	\$ 80.00		
431	Cords - flat wire	\$ 32.99	0.00	\$ 32.99	c	\$ 32.99		
432	Cord - nylon	\$ 15.00	0.00	\$ 15.00	c	\$ 15.00		
433	Coolers	\$ 150.00	0.00	\$ 150.00	s/w	\$ 150.00		Patty purchased prior to 8-31-2001. Ron had some too but they were replaced.
434	Decon sack	\$ 10.00	0.00	\$ 10.00	c	\$ 10.00		
435	Decoy's	\$ 220.00	0.00	\$ 220.00	s/h	x		Ron had prior to 8-31-2001
436	Dolly small green	\$ 50.00	0.00	\$ 50.00	c	\$ 50.00		
437	Dolly Large commercial	\$ 120.00	0.00	\$ 120.00	s/h	x		Ron had prior to 8-31-2001
438	Extension cords 16 - (37.50 ea)	\$ 640.00	0.00	\$ 640.00	c/s	x	x	Ron MAY have had half of these prior to 8-31-01 so will give him credit.
439	Extension plugs	\$ 3.00	0.00	\$ 3.00	c	\$ 3.00		
440	File cabinets in garage	\$ 75.00	0.00	\$ 75.00	s/h	x		Ron had prior to 8-31-2001
441	Fire Extinguisher	\$ 30.00	0.00	\$ 30.00	s/h	x		Ron had prior to 8-31-2001
442	Flash lights (good yellow ones) 2 at 15 ea	\$ 30.00	0.00	\$ 30.00	c	x		Ron collected from work during marriage
443	Flex Conduit (attic)	\$ 200.00	0.00	\$ 200.00	c	\$ 70.00		
444	Fly swaters \$1 ea	\$ 4.00	0.00	\$ 4.00	s/h	x		ron had prior to 8-31-2001
445	Fans - commercial	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-31-2001
446	Fans - house	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-31-2001
447	freezer chest	\$ 388.49	0.00	\$ 388.49	c	\$ 200.00		ron and I both picked out and bought prior to 2001. I gave him cash for half.
448	freezer chest contents including Alaskan salmon	\$ 1,000.00	0.00	\$ 1,000.00	c	\$ 750.00		We keep freezer full. Always stocked full of hundreds of dollars in salmon alone.
449	freezer upright	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00		Ron said Kim gave it to him but I was there when we gave her \$100 for it.
450	freezer upright, contents	\$ 300.00	0.00	\$ 300.00	c	\$ 100.00		
451	Game cupboard	\$ 90.00	0.00	\$ 90.00	c/s	\$ 45.00		We collected some prior to 8-31-2001 but much since. Ron kept all. Charged for half of games in cupboard.
452	Garden hoses	\$ 120.00	0.00	\$ 120.00	c	\$ 50.00		Ron's old hoses were all worn & have been replaced. These are the value of hoses since 8-31-2001.
453	Gas cans (2) at 15 ea	\$ 30.00	0.00	\$ 30.00	s/h	x		ron bought prior to 8-31-2001
454	Gas - (3) coleman white gas cans at 20 ea	\$ 60.00	0.00	\$ 60.00	c/s	\$ 40.00		and 1 we found at Willow when we purchased it in 2005. \$40 in community value.
455	Generator	\$ 800.00	0.00	\$ 800.00	c	\$ 300.00		Ron said the generator is Stan's but he has one too. He went and bought it when we were finishing the remodel Midland in 2002
456	Gun Safe Rhino Metals	\$ 1,197.60	0.00	\$ 1,197.60	c	\$ 800.00		receipt dated 9-29-2010
457	Gopher traps	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-31-2001
458	Heater - Mr. heater (attic)	\$ 50.00	0.00	\$ 50.00	c	\$ 50.00		

459	Heater in garage. big orange (not attached)	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00	I can't remember when we bought it but I remember giving Ron cash for it because I was always scared someone would get burned but Ron liked it.
460	Hitch (stinger hitch) and mud flaps	\$ 300.00	0.00	\$ 300.00	c	\$ 300.00	
461	Jumper cables	\$ 35.00	0.00	\$ 35.00	s/h	x	ron had prior to 8-31-2001
462	Jumper start Battery jump	\$ 150.00	0.00	\$ 150.00	c		x
463	Ladders, scaffolding, shelving, construction (behind garage)	\$ 500.00	0.00	\$ 500.00	c/s	\$ 200.00	ron had some prior to, some after
464	Lantern - Coleman double mantle (attic)	\$ 50.00	0.00	\$ 50.00	s/h	x	ron had prior to 8-31-2001
465	Light - Large work light	\$ 80.00	0.00	\$ 80.00	s/h	x	ron had prior to 8-31-2001
466	Light bulbs packages in Garage only -	\$ 60.00	0.00	\$ 60.00	c	\$ 60.00	
467	Lumber, doors, & misc wd4const carport	\$ 500.00	0.00	\$ 500.00	c	\$ 100.00	
468	Measuring tape - 100ft	\$ 30.00	0.00	\$ 30.00	s/w	\$ 30.00	patty bought prior to 8-31-2001
469	Measuring tapes - miscellaneous	\$ 50.00	0.00	\$ 50.00	s/h	x	ron bought prior to 8-31-2001
470	Metal shelving	\$ 120.00	0.00	\$ 120.00	c	\$ 120.00	
471	Metal frame powder coated	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00	
472	Mowers, Lawn (2)	\$ 175.00	0.00	\$ 175.00	c/s	\$ 85.00	before and after 8-31-2001
473	Packing blankets (6 at \$30 ea)	\$ 180.00	0.00	\$ 180.00	c/s	\$ 90.00	before and after 8-31-2001
474	Pad lock	\$ 12.00	0.00	\$ 12.00	c	\$ 12.00	
475	Painting supplies and tools, incl sprayers	\$ 1,500.00	0.00	\$ 1,500.00	c	\$ 1,500.00	
476	Pencil sharpener - antique	\$ 75.00	0.00	\$ 75.00	s/h	x	ron had prior to 8-31-2001
477	Pet carriers (1dog) 45 & (1cat) 30	\$ 75.00	0.00	\$ 75.00	s/h	x	ron had prior to 8-31-2001
478	6 Plastic totes full misc wk/shop things \$50 ea	\$ 300.00	0.00	\$ 300.00	c/s	\$ 150.00	some before and some after 8-31-2001
479	Pop cases	\$ 62.00	0.00	\$ 62.00	c	\$ 62.00	
480	Pressure washer	\$ 35.99	0.00	\$ 35.99	c	\$ 35.99	
481	Propane tanks	\$ 100.00	0.00	\$ 100.00	c/s	x	ron had prior to 8-31-2001
482	Racks: 60" Moose rack	\$ 750.00	0.00	\$ 750.00	c	\$ 300.00	Valuable to sell for ornamentals, art or aphrodisiac, etc
483	Racks: Pronghorned antelope rack	\$ 90.00	0.00	\$ 90.00	c	\$ 300.00	
484	Racks: Elk	\$ 1,800.00	0.00	\$ 1,800.00	c/s	x	Some prior to 8-31-2001, some after. However, the older ones have not been cared for & have yellowed therefore less valuable but I will still give 1/2 of the value to Ron.
485	Racks: Deer	\$ 500.00	0.00	\$ 500.00	c	x	This is the value of the ones since 8-2001
486	Rack: Pronghorned antelope mount	\$ 300.00	0.00	\$ 300.00	s/h	x	Ron had prior to 8-31-2001
487	Raft - Blow up	\$ 300.00	0.00	\$ 300.00	c		
488	Ropes (massive amounts of heavy duty)	\$ 300.00	0.00	\$ 300.00	c/s	\$ 150.00	some before 8-31-2001 / some after
489	Rubber woven matting	\$ 200.00	0.00	\$ 200.00	s/h	x	Ron had prior to 8-31-2001
490	Safety glasses & welding glasses \$40 ea	\$ 120.00	0.00	\$ 120.00	c/s	x	some before 8-31-2001 / some after

491	security camera w/TV @elmore Not attached	\$ 80.00	0.00	\$ 80.00	c		x	
492	Screen (attic)	\$ 70.00	0.00	\$ 70.00	c	\$ 70.00		
493	Shop Vac	\$ 50.00	0.00	\$ 50.00	c	\$ 50.00		Patty purchased prior to 8-31-2001. Ron had one but it burned up so I bought another one in 1996 (see receipt)
494	Yard Sale.Leathers and Misc	\$ 500.00	0.00	\$ 500.00	s/w		x	Ron gifted to me because he said he didn't want to store them but Patty will return to Ron at his value
495	Shower-hot water, toilet, dressing room	\$ 500.00	0.00	\$ 500.00	c	\$ 250.00		Ron traded work for during marriage. Half Patricia's.
496	StorageContainers above wk bench hardware	\$ 1,000.00	0.00	\$ 1,000.00	c/s	\$ 500.00		Ron had some prior to 8-31-2001 some after through our rental purchases.
497	Shelving locking set	\$ 150.00	0.00	\$ 150.00	s/h	x		ron had prior to 8-31-2001
498	Sleeping bags numerous	\$ 150.00	0.00	\$ 150.00	c	\$ 150.00		value of the ones since 8-31-01
499	Sleeping bags (more in attic)	\$ 75.00	0.00	\$ 75.00	s/w	\$ 75.00		my mothers
500	Soder for welding	\$ 94.90	0.00	\$ 94.90	c	\$ 94.90		
501	Sprayer - paint (another)	\$ 120.00	0.00	\$ 120.00	c	\$ 120.00		
502	Stove - colman (attic)	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00		
503	Sump Pump	\$ 200.00	0.00	\$ 200.00	c/s	x		ron had prior to marriage
504	Tape guns (3)	\$ 30.00	0.00	\$ 30.00	c	\$ 30.00		
505	Tables & chairs and misc stands for sales	\$ 300.00	0.00	\$ 300.00	c/s	\$ 150.00		some prior / some after 8-31-2001. Some Patty inherited from Mom.
506	Tables - card (7) 40 ea	\$ 280.00	0.00	\$ 280.00	c/s	\$ 140.00		some prior / some after 8-31-2001
507	Tape - heat tape (2)	\$ 40.00	0.00	\$ 40.00	c	\$ 40.00		
508	Tape - Gorilla duct	\$ 19.00	0.00	\$ 19.00	c	\$ 19.00		
509	Tents (3 pop ups)	\$ 250.00	0.00	\$ 250.00	c	\$ 160.00		
510	Tent - coleman	\$ 80.00	0.00	\$ 80.00	c	\$ 80.00		
511	Tent - shepherders with frame	\$ 700.00	0.00	\$ 700.00	s/h	x		ron had prior to 8-31-2001
512	Tents - Miscellaneous (more tents in attic)	\$ 400.00	0.00	\$ 400.00	c/s	\$ 200.00		2 prior to 8-31-2001/ 1 after and 1 I inherited from Mom.
513	trailer ball	\$ 15.00	0.00	\$ 15.00	s/h	x		ron had prior to 8-31-2001
514	629.99) Ron is letting daughter use it, but it is community prop.	\$ 50.00	0.00	\$ 50.00	s/w	\$ 50.00		Patty purchased prior to 8-31-2001. See receipt dated 11-7-1996
515	Vacuum cleaner for garage	\$ 20.00	0.00	\$ 20.00	s/h	x		ron had prior to 8-31-2001
516	Vacuum - pump vacuum	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00		
517	Valves for toilets	\$ 39.45	0.00	\$ 39.45	c	\$ 39.45		
518	Velcro - Large Box of Commercial strength	\$ 30.00	0.00	\$ 30.00	c	\$ 30.00		
519	Wasp spray (1 case)	\$ 120.00	0.00	\$ 120.00	c	\$ 36.00		
520	Water - Cases of bottled (\$4.99 x 3)	\$ 14.97	0.00	\$ 14.97	c	\$ 14.97		
521	Water proof duffle bags (2)	\$ 150.00	0.00	\$ 150.00	c	\$ 75.00		
522	Weinie rosters (good ones)	\$ 300.00	0.00	\$ 300.00	s/h	x		ron had prior to 8-31-2001
523	BBQ Gril - bought at yard sale. Broken	10.00	0.00	10.00	c		10.00	
524	BBQ Grill - Weber high end!	300.00	0.00	300.00	c	300.00		we both bought together
525	White water raft coolers (2) \$200 ea	\$ 400.00	0.00	\$ 400.00	c	\$ 150.00		we both bought together with raft

526	Wire - rolls of copper (attic)	\$ 150.00	0.00	\$ 150.00	c	\$ 150.00		
527	Wire - green	\$ 10.00	0.00	\$ 10.00	c	x		
528	Wire - romex (attic)	\$ 500.00	0.00	\$ 500.00	c	x		
529	Wire spools	\$ 24.99	0.00	\$ 24.99	c	x		
530	Work gloves (case)	\$ 233.19	0.00	\$ 233.19	c	\$ 80.00		
531	Work radios	\$ 20.00	0.00	\$ 20.00	s/w		x	Patty bought prior to 8-31-2001. Ron uses at job sits
532	Yard stick	\$ 5.10	0.00	\$ 5.10	s/h	x		ron had prior to 8-31-2001
533	Miscellaneous 1st attic items	\$ 1,000.00	0.00	\$ 1,000.00	c/s	\$ 500.00		half contents prior/ half after
534	Camper contents: silverware, portapottie, pots, pans, staples, dishes, bedding, metal stairs, pillows, clock, etc.	\$ 460.00	0.00	\$ 460.00	c/s	\$ 230.00		we have accumulated at least half of this stuff together.
535	Chemicals & cleaning equipment for Hot tub	\$ 150.00	0.00	\$ 150.00	c	\$ 150.00		
536	Stairs & table for hot tub	\$ 70.00	0.00	\$ 70.00	s/w	x		
537	Children's Patio table -	\$ 30.00	0.00	\$ 30.00	c	x		It has a little umbrella with it that broke. Will give it to Ron.
538	Patio lawn chairs, pads & small end table	\$ -	0.00	\$ -	s/h	x		Patty's father's day present to Ron
539	Rear attic - back of carport							
540	Shelving	\$ 200.00	0.00	\$ 200.00	c/s	\$ 100.00		accumulated together
541	Misc wood cons equip&supplies signs etc	\$ 430.00	0.00	\$ 430.00	c	\$ 150.00		
542	Attic contents over carport. My files & records.	\$0.00	0.00		c		x	Ron ordered an 8 ton dumpster for the house, he stated he doesn't have my files anymore. If he does have them, I'd like them to be returned.
543	Tools (kept in Garage & attic):		0.00					
544	Air staple gun with Lg bucket full of staples	\$ 200.00	0.00	\$ 200.00	c	x		
545	Bench Grinder	\$ 100.00	0.00	\$ 100.00	s/h	x		ron had prior to 8-31-2001
546	Bench Vice	\$ 200.00	0.00	\$ 200.00	s/h	x		ron had prior to 8-31-2001
547	Blue bag full of tools (specialty hammers, etc)	\$ 300.00	0.00	\$ 300.00	c	\$ 200.00		
548	Buffer grinder	\$ 100.00	0.00	\$ 100.00	s/h	x		ron had prior to 8-31-2001
549	Car bottle jack	\$ 35.00	0.00	\$ 35.00	s/h	x		ron had prior to 8-31-2001
550	C-clamps (4) \$10 ea	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-31-2001
551	C-clamps heavy duty \$30 ea	\$ 150.00	0.00	\$ 150.00	s/h	x		ron had prior to 8-31-2001
552	clamps - squeeze (4) \$10 ea	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-31-2001
553	Chains: 1/4" Heavy tow chains	\$ 290.00	0.00	\$ 290.00	c/s	\$ 25.00		some before / some after
554	Chairs (4) \$25 ea	\$ 100.00	0.00	\$ 100.00	c	\$ 20.00		
555	clamps - (20) at 7 ea	\$ 140.00	0.00	\$ 140.00	c/s	\$ 70.00		some before / some after
556	clamp special	\$ 30.00	0.00	\$ 30.00	s/h	x		ron had prior to 8-31-2001
557	Crow bar (2 at 20 ea)	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-31-2001
558	Engraving tool	\$ 30.00	0.00	\$ 30.00	s/h	x		ron had prior to 8-31-2001
559	Drawers of tools (5) x \$100	\$ 500.00	0.00	\$ 500.00	c/s	\$ 250.00		some before / some after

560	Drill press \$250 with press vice \$50	\$ 300.00	0.00	\$ 300.00	s/h	x		ron had prior to 8-31-2001
561	Drill bit set	\$ 50.00	0.00	\$ 50.00	c	\$ 50.00		
562	Drill Hilty	\$ 200.00	0.00	\$ 200.00	c	\$ 200.00		
563	Gage metal	\$ 30.00	0.00	\$ 30.00	s/h	x		ron had prior to 8-31-2001
564	Grinders (2 hand at \$40 ea)	\$ 80.00	0.00	\$ 80.00	c	\$ 80.00		
565	Hammer handle	\$ 10.00	0.00	\$ 10.00	s/h	x		ron had prior to 8-31-2001
566	Hammer - sledge	\$ 60.00	0.00	\$ 60.00	s/h	x		ron had prior to 8-31-2001
567	Hammers - framing (4) 30 ea	\$ 120.00	0.00	\$ 120.00	c/s	\$ 60.00		2 before 8-31-2001 but 2 are my Moms
568	Hammers - ball pene (3) 30 ea	\$ 90.00	0.00	\$ 90.00	c/s	\$ 45.00		1 Ron had but 2 came from my Mom's
569	Handyman highlift jack	\$ 75.00	0.00	\$ 75.00	s/h	x		ron had prior to 8-31-2001
570	Hedge clippers (2) \$15 ea	\$ 30.00	0.00	\$ 30.00	s/h	x		ron had prior to 8-31-2001
571	Knife - tile	\$ 30.00	0.00	\$ 30.00	c	\$ 30.00		
572	Pipe wrenches (4) \$30ea	\$ 120.00	0.00	\$ 120.00	c/s	\$ 60.00		I know we got at least 2 from my Mom's
573	Pipe clamps (3) at \$50	\$ 150.00	0.00	\$ 150.00	c/s	\$ 50.00		1 came from my Grandpa's stuff. Unsure of the other 2.
574	Pipe Bender	\$ 50.00	0.00	\$ 50.00	s/h	x		
575	Pipe funnels (3) at \$5 ea	\$ 15.00	0.00	\$ 15.00	s/h	x		ron had prior to 8-31-2001
576	Plasma arc metal cutter	\$ 175.00	0.00	\$ 175.00	c	\$ 175.00		
577	Pruners (\$15 ea)	\$ 30.00	0.00	\$ 30.00	s/h	x		ron had prior to 8-31-2001
578	Red tool chest with tools - Large rolling	\$ 3,000.00	0.00	\$ 3,000.00	c/s	x		some tools before/some after/some are Patty's Moms
579	Red metal case	\$ 200.00	0.00	\$ 200.00	s/h	x		ron had prior to 8-31-2001
580	Rigid Onces (2 huge at \$60 ea)	\$ 120.00	0.00	\$ 120.00	s/h	x		ron had prior to 8-31-2001
581	Rotorooter - hand	\$ 300.00	0.00	\$ 300.00	c	\$ 300.00		
582	Sander	\$ 40.00	0.00	\$ 40.00	c	\$ 40.00		
583	Saw - circular	\$ 50.00	0.00	\$ 50.00	s/h	x		ron had prior to 8-3-2001
584	Saw - skill saw	\$ 50.00	0.00	\$ 50.00	s/h	x		ron had prior to 8-3-2001
585	Saws - chain	\$ 150.00	0.00	\$ 150.00	s/h	x		ron had prior to 8-3-2001
586	Saw - cordless Dewalt	\$ 50.00	0.00	\$ 50.00	s/h	x		ron had prior to 8-3-2001
587	Saw - hack (4)	\$ 70.00	0.00	\$ 70.00	c/s	\$ 35.00		some before/some after/1 was Moms
588	Saw - hand electric	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-3-2001
589	Saws - 3 hand at \$20 ea	\$ 60.00	0.00	\$ 60.00	c/s	\$ 40.00		I would like ron to return my Moms to me
590	Saw - table saw (pre-1983)	\$ -	0.00	\$ -	s	\$ -		
591	folding, 1 straight & 4 tree cutting (20 ea)	\$ 200.00	0.00	\$ 200.00	c/s	\$ 100.00		some before / some after
592	Saw horses	\$ 200.00	0.00	\$ 200.00	s/h	x		ron had prior to 8-31-2001
593	Silver box cabinet with tools	\$ 500.00	0.00	\$ 500.00	c/s	\$ 250.00		some before / some after
594	Screws (3 more boxes at \$25 ea)	\$ 75.00	0.00	\$ 75.00	c	\$ 75.00		
595	Stapler (small) for wicker chairs etc, including staples and material	\$ 60.00	0.00	\$ 60.00	c	\$ 60.00		
596	Stone sharpening	\$ 50.00	0.00	\$ 50.00	s/h	x		ron had prior to 8-31-2001
597	Socket Set - deluxe with wrenches, etc	\$ 91.00	0.00	\$ 91.00	c	\$ 91.00		

598	socket set with gold tips	\$ 50.00	0.00	\$ 50.00	s/h	x		ron had prior to 8-31-2001
599	Pruning sheers -corona	\$ 34.80	0.00	\$ 34.80	c	\$ 34.80		
600	Tin snips - 10" straight cut	\$ 20.59	0.00	\$ 20.59	c	\$ 20.59		
601	Toilet snake	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00		
602	tool box (bucket & box) with tools	\$ 300.00	0.00	\$ 300.00	c/s	\$ 150.00		some before/some after
603	Torch with Welding helmet	\$ 500.00	0.00	\$ 500.00	c	\$ 500.00		
604	U-bolts 5/16 \$16.99 ea x 11	\$ 186.89	0.00	\$ 186.89	c	\$ 186.89		
605	Water key	\$ 30.00	0.00	\$ 30.00	s/h	x		ron had prior to 8-31-2001
606	Torch	\$ 100.00	0.00	\$ 100.00	c	\$ 100.00		
607	Welder - Lincoln (ark stick)	\$ 600.00	0.00	\$ 600.00	c	\$ 600.00		
608	specialty tools (multiple boxes)	\$ 300.00	0.00	\$ 300.00	c	\$ 300.00		
609	Wooden box with knife sharpening kit	\$ 40.00	0.00	\$ 40.00	s/h	x		ron had prior to 8-31-2001
610	Yard tools (4 rakes, 12 shovels, misc lawn tools)	\$ 190.00	0.00	\$ 190.00	c/s	\$ 80.00		accumulated before & after 8-31-2001
611	Ron's "special" rock	\$ -	0.00	\$ -	c	x		Ron Left at remodel. Patty will return
612	Ron's "Painting shoe" (singular)	\$ -	0.00	\$ -	c	x		Ron left at remodel. Patty will return.
613	Some of Ron's childhood memorabilia & special money.	\$ -	0.00	\$ -	s/h	x		Patty has delivered to Mr. Leroy
614	Specialty sporting							
615	Bow hunting -bows, arrows etc	\$ 500.00		\$ 500.00	s/h	x		ron had prior to 8-31-2001
616	Tennis: rackets & balls	\$ 120.00	0.00	\$ 120.00	s/h	x		Had pre 1983
617	Fly fishing: 2 tubes, rods, reels, etc	\$ 2,000.00	0.00	\$ 2,000.00	c	\$ 250.00		
618	Deep sea fishing equipment: rods, traps, nets etc	\$ 1,500.00	0.00	\$ 1,500.00	c/s	\$ 500.00		half prior / half since
619	Cusom bowling ball with case	\$ 75.00	0.00	\$ 75.00	s/h	x		ron had prior to 8-31-2001
620	Custom pool cues with case	\$ 75.00	0.00	\$ 75.00	s/h	x		ron had prior to 8-31-2001
621	Golf clubs, balls, etc	\$ 430.00	0.00	\$ 430.00	c	\$ 430.00		Ron had a set prior to 8-31-01 but this set was purchased brand new (see receipt) in 2012
622	River bail casting poles	\$ 400.00	0.00	\$ 400.00	c/s	x		
623	Snorkeling gear (divided equally between Patty & Ron)	0.00	0.00	0.00	c	x	x	
624	Ski - water	\$ 200.00		\$ 200.00	s/h	x		ron had prior to 8-31-2001
625	Ski - snow	\$ 250.00		\$ 250.00	s	x		ron had prior to 8-31-2001
626	Float tubes	\$ 200.00	0.00	\$ 200.00	c/s	x		
627	Fishing poles (5) in garage	\$ 500.00	0.00	\$ 500.00	c	\$ 300.00		this is the value of poles since 8-31-01
628	Fishing poles kids	\$ 50.00	0.00	\$ 50.00	c	x		
629	Horse saddle's, blankets, & misc horse equipment	\$ 1,500.00	0.00	\$ 1,500.00	c/s	\$ 400.00		Some purchased prior to 2001 so I will give half credit. This includes equipment used in our 2003 horse trailer that we sold in 2008 but Ron kept assessories, etc.

630	Fishing Equipment (Bass only)	\$ 15,000.00	0.00	\$ 15,000.00	c	\$ 2,500.00	multiple graphite rods & multiple lures. My husband spends thousands per year on fishing equipment
631	Hunting Equipment (not itemized above)	\$ 5,000.00	0.00	\$ 5,000.00	c	x	Some prior to 8-31-2001, much since.
632	Camping Equipment (not itemized above)	\$ 5,000.00	0.00	\$ 5,000.00	c/s	x	Some prior to 8-31-2001, much since.
633	Volleyball	\$ 50.00		\$ 50.00	s/h	x	ron had prior to 8-31-2001
634	Willow Storage Unit (Contents: Appliances, Furniture, Fixtures & Supplies)					\$ 500.00	
635	Hot Point Range, digital white	\$ 100.00	0.00	\$ 100.00	C	\$ 100.00	We attained all items in this storage shed since 2005.
636	Refrigerator, ivory, model	\$ 50.00	0.00	\$ 50.00	C	\$ 50.00	We attained all items in this storage shed since 2005.
637	Whirlpool Washer, Lg cap Design 2000	\$ 75.00	0.00	\$ 75.00	C	\$ 75.00	We attained all items in this storage shed since 2005.
638	Kenmore wPowermister, clean d/w alert,	\$ 30.00	0.00	\$ 30.00	C	\$ 30.00	We attained all items in this storage shed since 2005.
639	Maytag Centennial commerical tech,	\$ 100.00	0.00	\$ 100.00	C	\$ 100.00	We attained all items in this storage shed since 2005.
640	Amana White bottom freezer/frig,	\$ 150.00	0.00	\$ 150.00	C	\$ 150.00	We attained all items in this storage shed since 2005.
641	10 ft ladder	\$ 150.00	0.00	\$ 150.00	C	\$ 150.00	We attained all items in this storage shed since 2005.
642	2 shower doors	\$ 30.00	0.00	\$ 30.00	C	\$ 30.00	We attained all items in this storage shed since 2005.
643	Broom, dust pan combo, work gloves	\$ 5.00	0.00	\$ 5.00	C	\$ 5.00	We attained all items in this storage shed since 2005.
644	iron	\$ 10.00	0.00	\$ 10.00	C	\$ 10.00	We attained all items in this storage shed since 2005.
645	paper towel rack & towel rack	\$ 5.00	0.00	\$ 5.00	C	\$ 5.00	We attained all items in this storage shed since 2005.
646	4 white shelves	\$ 20.00	0.00	\$ 20.00	C	\$ 20.00	We attained all items in this storage shed since 2005.
647	cleaning supplies & light bulbs	\$ 10.00	0.00	\$ 10.00	C	\$ 10.00	We attained all items in this storage shed since 2005.
648	extra toilet, ivory	\$ 40.00	0.00	\$ 40.00	C	\$ 40.00	We attained all items in this storage shed since 2005.
649	fire extinguisher	\$ 25.00	0.00	\$ 25.00	C	\$ 25.00	We attained all items in this storage shed since 2005.
650	Supplies, TP & paper towels, floor wipes, gloves	\$ 15.00	0.00	\$ 15.00	C	\$ 15.00	We attained all items in this storage shed since 2005.
651	not nice trash can, & cheap toilet brush	\$ 5.00	0.00	\$ 5.00	C	\$ 5.00	We attained all items in this storage shed since 2005.
652	25 gal paint & 1 sherwin williams high perf	\$ 15.00	0.00	\$ 15.00	C	\$ 15.00	We attained all items in this storage shed since 2005.
653	1 closet door	\$ 5.00	0.00	\$ 5.00	C	\$ 5.00	We attained all items in this storage shed since 2005.
654	Hoover 20.0 vac upright bagless	\$ 10.00	0.00	\$ 10.00	C	\$ 15.00	We attained all items in this storage shed since 2005.
655	Chemicals, med, pest control, funnel, knife	\$ 15.00	0.00	\$ 15.00	C	\$ 15.00	We attained all items in this storage shed since 2005.
656	wheelbarrow & misc landscape tools	\$ 220.00	0.00	\$ 220.00	C	\$ 220.00	We attained all items in this storage shed since 2005.
657							
658	Debts						
659	Visa (Ron)	21,237.91			c	(21,237.91)	Ron's number including legal fees to divorce counsel.

660	Chase (Ron)	21,130.00			c	(21,130.00)		Ron's number including legal fees to divorce counsel.
661	Lumber Liquidators (Ron)				c			Ron put on visa, it's included in that figure
662	American Express Visa - Costco (Patty)		(1,254.01)		c		(1,254.01)	
663	Williams-sonoma visa		(9,488.82)		c		(9,488.82)	
664	Bank of America visa		(30,067.26)		c		(30,067.26)	
665	Lowes		(1,454.54)		c		(1,454.54)	
666	RC Willey		0.00		c			paid
667	Best Buy		(1,326.11)		c		(1,326.11)	
668	Bowen Parker Day		(794.90)		c		(794.90)	
669	Bowen Parker Day		(985.00)		c		(985.00)	
670	Boise Pathology Group		(16.82)		c		(16.82)	
671	Boise Radiology		(12.48)		c		(12.48)	
672	St Lukes		(736.83)		c		(736.83)	
673	Great Lakes student loan		(6,411.51)		c		(6,411.51)	
674	Butte Fence		(1,600.19)		c		(1,600.19)	
675	Canyon Small Animal Hosp - Mattie		(1,081.45)		c		(1,081.45)	
676	Fishers		(188.22)		c		(188.22)	
677	Bud Yost		(556.00)		c		(556.00)	
678	Laren Eells		(275.00)		c		(275.00)	
679	Verizon bills		(1,608.86)		c		(1,608.86)	
680	Crawford Network (through March)		(240.00)		c		(240.00)	
681	2nd 1/2 Willow taxes 2012		(3,096.00)		s/h			
682	2nd 1/2 93. N. Midland taxes 2012		(2,160.82)		s/h			pd by Patty June 20, 2013 to be repaid in full by Ron.
683	1st half Willow taxes 2013		(3,096.00)		s/h			Per Ron's figures; Due June 2013
684	1st half of Midland taxes 2013		(2,160.82)		s/h	x		Per Ron's figures; Due June 2013
685	Chase community debt	0.00		0.00	c			
685A	Chase Tax Liability 2013 for taxes due on \$47,000 loan write down				c	x	x	1/2 of income should be attributed to each party for tax purposes.
686	Well's Fargo community debt		0.00		c	0.00		
686A	Well's Fargo Tax Liability 2012 for taxes due on \$67252.91 loan write down.				c	x	x	1/2 of income should be attributed to each party for tax purposes.
687	410 Elmore patio door		317.53		s/w			Patty paid \$317.53 for said patio door. Ron to reimburse in full.
688	Leroy Law Offices - Patty legal fees owing. Incurred since separation. Request that they be paid by Ron.		\$26,000.00		s		(26,000.00)	Ron to pay all of my atty fees due to his adultery & emotional cruelty (as is evident throughout his Interrogatory responses) thereby causing the divorce & then contesting the divorce (see original divorce complaint.)

689	R.C. Willey-		2,900.00	s/h			Ron called RC Willey on Jan 2, 2013 and charged \$2900 on Patty's visa card to pay off his account at RC Willeys without authorization from Patty & misrepresenting to RC Willey that it was his visa. (refer to divorce complaint)
689	Warranty on new floors on 2420 Hillcrest.			s/w		x	Ron to sign over to Patty
690	Warranty on furniture from RC Willey.			s/w		x	Ron to sign over to Patty
691	Nazarene Credit Union account #1247			s/w		x	Ron to sign off on Patty's account
692	United Health Care			s/w		x	Ron to sign over the rights on Patty's medical insurance policy.
	Total Assets						
	Difference Amount to Equalize Equalized Com. Property						

F I L E D
A.M. 12:5 P.M.

SEP 03 2013

CANYON COUNTY CLERK
J HEIDEMAN, DEPUTY

Matthew T. Christensen
ANGSTMAN JOHNSON
3649 N. Lakeharbor Lane
Boise, Idaho 83703
Telephone: (208) 384-8588
Facsimile: (208) 853-0117
Christensen ISB: 7213

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON

Plaintiff/Appellant,

v.

RONALD L. THOMPSON,

Defendant/Respondent.

Case No. CV-2013-00198-C

NOTICE OF APPEAL

TO THE ABOVE NAMED RESPONDENT, RONALD L. THOMPSON AND HIS ATTORNEY OF RECORD, SCOT M. LUDWIG, OF THE FIRM LUDWIG SHOUFLE MILLER JOHNSON, LLP, 209 WEST MAIN STREET, BOISE, IDAHO 83702; AND THE CLERK OF THE ABOVE ENTITLED COURT:

NOTICE IS HEREBY GIVEN THAT:

1. Patricia J. Thompson ("Appellant") appeals against Respondent Ronald L. Thompson, pursuant to I.R.C.P. 83 and I.A.R. 11 to the District Court for the Third Judicial District from the final Judgment and Decree of Divorce entered in the above-entitled action on the 21st day of August, 2013, by the Honorable Debra A. Orr, and all matters deemed included pursuant to I.A.R. 17(e)(1).

2. That the Appellants have a right to appeal to the District Court for the Third Judicial District, and the judgment described in Paragraph 1, above, is an appealable final judgment under and pursuant to Rule 11(a)(1) I.A.R.

3. Title of Court from which the appeal is taken: Third Judicial District, Magistrate's Division.

4. Title of Court to which the appeal is taken: Third Judicial District, District Division.

5. The following is a preliminary statement of the issues on appeal that the Appellant intends to assert in the appeal; provided, the following list of issues on appeal shall not prevent the appellant from asserting other issues on appeal:

- a. Did the trial court err in concluding that there was no material question of fact regarding the ownership of real property located at 93 N. Midland Blvd., Nampa, ID, and 1125 N. Midland Blvd., Nampa, ID, and entering summary judgment granting sole and separate ownership of that property to the Defendant?
- b. Did the trial court err in failing to give significance to the Plaintiff's withdrawal of her stipulations placed on the record, as filed with the court on August 2, 2013?
- c. Did the trial court err in denying the Plaintiff's Motion for Relief from Order and Stipulations (filed August 2, 2013) by finding insufficient evidence to show a material issue of fact existed regarding the ownership of the above-described property?

- d. Did the trial court err by refusing to consider the evidence of material disputes of fact regarding the ownership of the real property described above?
 - e. Did the trial court err in denying the Plaintiff's Motion for Temporary Restraining Order and Motion for Preliminary Injunction?
 - f. Did the trial court err in granting the Defendant's Motion for Entry of Judgment and Decree of Divorce, notwithstanding the disputed and material issue of the ownership of the real property described above, and the Plaintiff's withdrawal of her stipulations upon which the Judgment and Decree of Divorce was based?
 - g. Is the Appellant entitled to an award of attorney fees and costs on appeal?
6. Has an order been entered sealing all or any portion of the record? No.
7. To the best of the Appellant's knowledge, all proceedings held before the trial court were recorded or reported by a court reporter employed by the Third Judicial District.
- a. Is a reporter's transcript requested? Yes.
 - b. The Appellant requests the preparation as a partial transcript, pursuant to I.A.R. 25(b), the following portions of the reporter's transcript:
 - i. The hearings before the trial court on the Defendant's Third Motion for Summary Judgment, and other issues, held on July 12, 2013.
 - ii. The hearings before the trial court for trial, and other issues, held on July 23, 2013.

- iii. The hearings before the trial court on the Plaintiff's Motion for Relief from Order and Stipulations (I.R.C.P. 60(b)), the Plaintiff's Motion for Preliminary Injunction, and the Defendant's Motion to Dismiss the Plaintiff's Motion to Dismiss, and other issues, held on August 21, 2013.

8. The Appellant requests the following documents to be included in the Clerk's Record:

- a. The standard record as defined at I.R.C.P. 83(n) and/or I.A.R. 28(b);
- b. To the extent not automatically included pursuant to I.R.C.P. 83(n) or I.A.R. 31, any exhibits admitted into evidence during any hearing in this matter;
- c. To the extent not automatically included pursuant to I.R.C.P. 83(n) or I.A.R. 28 or 31, the Appellant requests the following documents be included in the Clerk's Record:
 - i. Defendant's Third Motion for Summary Judgment, filed June 13, 2013.
 - ii. Memorandum in Support of Defendant's Third Motion for Summary Judgment, filed June 13, 2013.
 - iii. Affidavit of Scot M. Ludwig, filed June 13, 2013.
 - iv. Affidavit of Ronald L. Thompson, filed June 13, 2013.
 - v. Plaintiff's Opposition to Defendant's Third Motion for Summary Judgment and Countermotion for Summary Judgment, filed June 27, 2013.

- vi. Memorandum in Support of Plaintiff's Opposition to Defendant's Third Motion for Summary Judgment and Countermotion for Summary Judgment, filed June 27, 2013.
- vii. Affidavit of David H. Leroy, filed June 27, 2013.
- viii. Affidavit of Patricia J. Thompson, filed June 27, 2013.
- ix. Supplemental to the Affidavit of Patricia J. Thompson, filed July 9, 2013
- x. Order granting Defendant's Third Motion for Summary Judgment, filed July 19, 2013.
- xi. Notice Withdrawing Stipulations, filed August 2, 2013.
- xii. Affidavit of Patricia J. Thompson, filed August 2, 2013.
- xiii. Plaintiff's Motion for Relief from Order and Stipulations, filed August 2, 2013.
- xiv. Affidavit of Counsel in Support of Motion for Relief from Order and Stipulations, filed August 2, 2013.
- xv. Memorandum in Support of Plaintiff's Motion for Relief from Order and Stipulations, filed August 2, 2013.
- xvi. Plaintiff's Motion for Preliminary Injunction, filed August 2, 2013.
- xvii. Memorandum in Support of Plaintiff's Motion for Preliminary Injunction, filed August 2, 2013.
- xviii. Affidavit of Counsel in Support of Plaintiff's Motion for Preliminary Injunction, filed August 2, 2013.
- xix. Defendant's Motion to Dismiss, filed August 9, 2013.

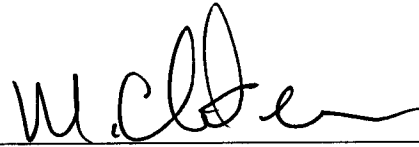
- xx. Memorandum in Opposition to Plaintiff's Motions for Entry of Preliminary Injunction and Set Aside Pursuant to IRCP 60(b), filed August 9, 2013.
- xxi. Affidavit of Scot M. Ludwig, filed August 9, 2013.
- xxii. Affidavit of Ronald L. Thompson, filed August 9, 2013.
- xxiii. Defendant's Motion for Entry of Judgment and Decree of Divorce, filed August 5, 2013.
- xxiv. Affidavit of Scot M. Ludwig in Support of Motion for Entry of Judgment and Decree of Divorce, filed August 5, 2013.
- xxv. Plaintiff's Response to Defendant's Motion to Enter Judgment and Decree of Divorce, filed August 9, 2013.
- xxvi. Affidavit of David H. Leroy, filed August 9, 2013.
- xxvii. Judgment and Decree of Divorce, filed August 21, 2013.

9. By signing below, I certify the following:

- a. That a copy of this Notice of Appeal has been served on Teresa Randall, Appeals Clerk, Canyon County Courthouse, 1115 Albany, Caldwell, ID 83605.
- b. That the clerk of the district court has been paid (or will be paid, pursuant to applicable Rules) the estimated fee for the preparation of the reporter's transcript.
- c. That the estimated fee for preparation of the clerk's record has been paid, or will be paid pursuant to applicable Rules.
- d. That the appellate filing fee has been paid.

- e. That service has been made upon all parties required to be served pursuant to I.A.R. 20 and I.R.C.P. 83(e).

DATED this 30th day of August, 2013.

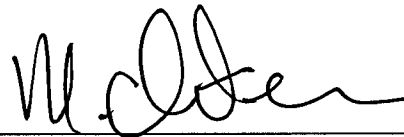
A handwritten signature in black ink, appearing to read 'M. Christensen', written over a horizontal line.

MATTHEW T. CHRISTENSEN
Attorney for Plaintiff/Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of August, 2013, I caused to be served a true copy of the foregoing NOTICE OF APPEAL by the method indicated below, and addressed to those parties marked served below:

<u>Served</u>	<u>Party</u>	<u>Counsel</u>	<u>Means of Service</u>
<input checked="" type="checkbox"/>	Defendant	Scot M. Ludwig Ludwig Shoufler Miller Johnson, LLP 209 W. Main St. Boise, ID 83702	<input type="checkbox"/> U.S. Mail, Postage Paid <input type="checkbox"/> Hand Delivered <input checked="" type="checkbox"/> Fax Transmittal (208) 387-1999
<input checked="" type="checkbox"/>	Plaintiff	David H. Leroy P.O. Box 193 Boise, ID 83701	<input type="checkbox"/> U.S. Mail, Postage Paid <input type="checkbox"/> Hand Delivered <input checked="" type="checkbox"/> Fax Transmittal (208) 342-4200
<input checked="" type="checkbox"/>		Teresa Randall Appeals Clerk Canyon County Courthouse 1115 Albany Caldwell, ID 83605	<input checked="" type="checkbox"/> U.S. Mail, Postage Paid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Fax Transmittal



Matthew T. Christensen

FILED
A.M. 3:10 P.M.

SEP 13 2013

CANYON COUNTY CLERK

cf DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff/Appellant,

vs.

RONALD L. THOMPSON,

Defendant/Respondent.

CV -
Case No. CR-2013-198-C

SCHEDULING ORDER

A Notice of Appeal having been filed from a judgment or order of the magistrate below indicating that a transcript of proceedings in the court below will be required, and it appearing that this appeal has been perfected by payment of all fees and that the required transcripts will be forthcoming and filed with this court in due course;

It is hereby ORDERED:

2) Upon filing the necessary transcript(s) with the district court, the Appellant's brief shall be filed and served within 35 days of the date of filing thereof;

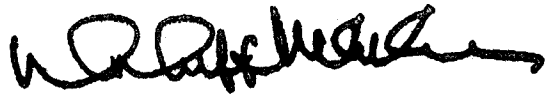
3) That Respondent's brief shall be filed and served within 28 days after service of appellant's brief.

4) That Appellant's reply brief, if any, shall be filed and served within 21 days after service of respondent's brief.

Either party may request oral argument after all briefs are filed. If neither party requests oral argument within 14 days of the date the reply brief is filed or due, the Court may deem oral argument waived and deem the case to be submitted for decision on the briefs.

Dated:

SEP 13 2013



Duff McKee
Senior Judge

CERTIFICATE OF SERVICE

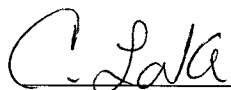
I HEREBY CERTIFY that a true and correct copy of the foregoing Order is forwarded to the following persons on September 13, 2013.

Scot M. Ludwig
LUDWIG SHOUFLE MILLER JOHNSON, LLP
209 W. Main St.
Boise, ID 83702

David H. Leroy
ATTORNEY AT LAW
P.O. Box 193
Boise, ID 83701

Matthew Christensen
ANGSTMAN JOHNSON
3649 N. Lakeharbor Lane
Boise, Idaho 83703

Chris Yamamoto, Clerk



By Deputy Clerk of the Court

1 ORIGINAL

2
3
4 Matthew T. Christensen
5 ANGSTMAN JOHNSON
6 3649 N. Lakeharbor Lane
7 Boise, Idaho 83703
8 Telephone: (208) 384-8588
9 Facsimile: (208) 853-0117
10 Christensen ISB: 7213

11 Attorney for Plaintiff

12 IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
13 OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

14 PATRICIA J. THOMPSON

15 Plaintiff/Appellant,

16 v.

17 RONALD L. THOMPSON,

18 Defendant/Respondent.

Case No. CV-2013-00198-C

NOTICE OF APPEAL OF DISTRICT
COURT DECISION

19 TO THE ABOVE NAMED RESPONDENT, RONALD L. THOMPSON AND HIS
20 ATTORNEY OF RECORD, SCOT M. LUDWIG, OF THE FIRM LUDWIG SHOUFLE
21 MILLER JOHNSON, LLP, 209 WEST MAIN STREET, BOISE, IDAHO 83702; AND THE
22 CLERK OF THE ABOVE ENTITLED COURT:

23 NOTICE IS HEREBY GIVEN THAT:

24 1. Patricia J. Thompson ("Appellant") appeals against Respondent Ronald L.
25 Thompson, pursuant to I.A.R. 11 to the Idaho Supreme Court from the Memorandum Decision
26 entered in the above-entitled action on the 7th day of May, 2014, by the Honorable D. Duff
27 McKee, Senior District Judge, and all matters deemed included pursuant to I.A.R. 17(e)(1).
28
29

FILED
A.M. 10:20 P.M.

JUN 16 2014

CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY

1 2. That the Appellant has a right to appeal to the Idaho Supreme Court, and the
2 Memorandum Decision described in Paragraph 1, above, is an appealable final judgment under
3 and pursuant to Rule 11(a)(1) I.A.R.
4

5 3. Title of Court from which the appeal is taken: Third Judicial District Court.

6 4. Title of Court to which the appeal is taken: Idaho Supreme Court.

7 5. The following is a preliminary statement of the issues on appeal that the
8 Appellant intends to assert in the appeal; provided, the following list of issues on appeal shall not
9 prevent the appellant from asserting other issues on appeal:
10

11 a. Did the district court err in concluding that the magistrate court's
12 summary judgment decisions were not appealable and therefore did not
13 address those decisions in the district court's decision?

14 b. Did the magistrate court err in concluding that there was no material
15 question of fact regarding the ownership of real property located at 93 N.
16 Midland Blvd., Nampa, ID, and 1125 N. Midland Blvd., Nampa, ID, and
17 entering summary judgment granting sole and separate ownership of that
18 property to the Defendant?
19

20 c. Did the district court err in failing to give significance to the Plaintiff's
21 withdrawal of her stipulations placed on the record, as filed with the court
22 on August 2, 2013?
23

24 d. Did the district court err in upholding the magistrate court's denial of the
25 Plaintiff's Motion for Relief from Order and Stipulations (filed August 2,
26 2013)?
27
28
29

- 1 e. Did the trial court and district court err by refusing to consider the
2 evidence of material disputes of fact regarding the ownership of the real
3 property described above?
4
5 f. Did the district court err in determining that the stipulation before the
6 magistrate court did not reserve any issues for later determination?
7
8 g. Did the district court err in failing to recognize any contract law defenses
9 to the stipulation between the parties?
10
11 h. Did the district court err in awarding attorney fees and costs to the
12 Respondent?
13
14 i. Is the Appellant entitled to an award of attorney fees and costs on appeal?
15
16 6. Has an order been entered sealing all or any portion of the record? No.
17
18 7. To the best of the Appellant's knowledge, all proceedings held before the trial
19 court were recorded or reported by a court reporter employed by the Third Judicial District.
20
21 a. Is a reporter's transcript requested? No. One was already requested and
22 provided for the district court appeal. There were no hearings before the
23 district court for which a transcript is necessary.
24
25 8. The Appellant requests the following documents to be included in the Clerk's
26 Record:
27
28 a. All records before the District Court on appeal in this matter from the
29 Magistrate Division of the District Court.
30
31 b. Appellant's Brief filed with the District Court on December 6, 2013.
32
33 c. Respondent's Brief filed with the District Court on December 31, 2013.
34
35 d. Appellant's Reply Brief filed with the District court on January 24, 2014.

- 1 e. District Court's Memorandum Decision filed on May 7, 2014.
- 2 f. Memorandum of Costs filed by the Respondent on May 16, 2014.
- 3 g. Memorandum of Attorney's Fees filed by the Respondent on May 16,
- 4 2014.
- 5
- 6 h. Affidavit of Scot Ludwig filed by the Respondent on May 16, 2014.
- 7 9. By signing below, I certify the following:
- 8 a. That a copy of this Notice of Appeal has been served on Teresa Randall,
- 9 Appeals Clerk, Canyon County Courthouse, 1115 Albany, Caldwell, ID
- 10 83605.
- 11
- 12 b. That no further transcript is requested, so no fees need be paid to the clerk
- 13 of the district court for the preparation of the reporter's transcript.
- 14
- 15 c. That the estimated fee for preparation of the additional clerk's record has
- 16 been paid, or will be paid pursuant to applicable Rules.
- 17
- 18 d. That the appellate filing fee has been paid.
- 19
- 20 e. That service has been made upon all parties required to be served pursuant
- 21 to I.A.R. 20 and I.R.C.P. 83(e).

22 DATED this 13th day of June, 2014.

23 

24 MATTHEW T. CHRISTENSEN

25 Attorney for Plaintiff/Appellant

26

27

28

29

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of June, 2014, I caused to be served a true copy of the foregoing NOTICE OF APPEAL OF DISTRICT COURT DECISION by the method indicated below, and addressed to those parties marked served below:

<u>Served</u>	<u>Party</u>	<u>Counsel</u>	<u>Means of Service</u>
<input checked="" type="checkbox"/>	Defendant	Scot M. Ludwig Ludwig Shoufler Miller Johnson, LLP 209 W. Main St. Boise, ID 83702	<input type="checkbox"/> U.S. Mail, Postage Paid <input type="checkbox"/> Hand Delivered <input checked="" type="checkbox"/> Fax Transmittal (208) 387-1999
<input checked="" type="checkbox"/>	Plaintiff	David H. Leroy P.O. Box 193 Boise, ID 83701	<input type="checkbox"/> U.S. Mail, Postage Paid <input type="checkbox"/> Hand Delivered <input checked="" type="checkbox"/> Fax Transmittal (208) 342-4200
<input checked="" type="checkbox"/>		Teresa Randall Appeals Clerk Canyon County Courthouse 1115 Albany Caldwell, ID 83605	<input checked="" type="checkbox"/> U.S. Mail, Postage Paid <input type="checkbox"/> Hand Delivered <input checked="" type="checkbox"/> Fax Transmittal



Matthew T. Christensen

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

850 1 L E D
A.M. P.M.

JUN 25 2014

CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

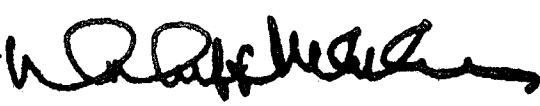
Defendant.

CASE NO. CV-2013-0000198-C

**JUDGMENT RE: COSTS AND
FEES**

IT IS HEREBY ORDERED that Defendant have Judgment against Plaintiff for costs and attorney's fees in the sum of \$ 2,860⁰⁰.

DATED This 24th day of June, 2014.



D. DUFF MCKEE,
Senior Judge

CERTIFICATE OF SERVICE

I hereby certify that on this 25 day of June, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Scot M. Ludwig
LUDWIG ♦ SHOUFLER ♦ MILLER
♦ JOHNSON, LLP

Attorneys at Law
209 West Main Street
Boise, Idaho 83702


☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)387-1999

David H. Leroy
Attorney at Law
1130 East State Street
Boise, Idaho 83712

☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)888-7393

Matthew T. Christensen
ANGSTMAN JOHNSON
3649 North Lakeharbor Lane
Boise, Idaho 83703

☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)853-0117



Deputy Clerk

SCOT M. LUDWIG
 LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP
 Attorneys at Law
 209 West Main Street
 Boise, ID 83702
 Telephone: 208-387-0400
 Facsimile: 208-387-1999
 ISB 3506

FILED
 11:55 A.M. P.M.

JUN 30 2014

CANYON COUNTY CLERK
 C LAKE, DEPUTY

Attorney for Defendant/Respondent

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff/Appellant,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	Supreme Court Docket No.: 42221
)	
RONALD L. THOMPSON,	)	DEFENDANT/RESPONDENT'S
	)	REQUEST FOR ADDITIONAL
Defendant/Respondent.	)	CLERK'S RECORD
)	

**TO: THE ABOVE-NAMED PLAINTIFF/APPELLANT, PATRICIA J. THOMPSON AND
 HER ATTORNEY OF RECORD, MATTHEW T. CHRISTENSEN, AND THE
 CLERK OF THE ABOVE-ENTITLED COURT:**

NOTICE IS HEREBY GIVEN, that the Defendant/Respondent, RONALD L. THOMPSON,
 by and through his attorney of record, Scot M. Ludwig of Ludwig Shouflier Miller Johnson, LLP, in
 the above-entitled proceeding hereby requests, pursuant to Rule 19 of the Idaho Appellate Rules
 (IAR), the inclusion of the following material in the Reporter's Transcript or the Clerk's Record in

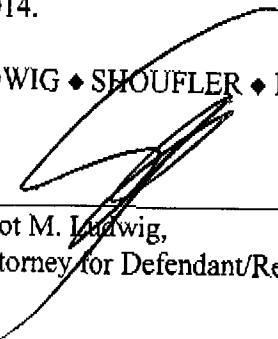
DEFENDANT/RESPONDENT'S REQUEST FOR ADDITIONAL
 CLERK'S RECORD - 1

addition to that required to be included by the IAR and the Notice of Appeal. Any additional transcript is to be provided in hard copy:

1. Reporter's Transcript:
 - A. The entire reporter's standard transcript as defined in Rule 25(a), IAR, of the Trial and Stipulation entered on July 23, 2013.
2. Clerk's Record:
 - A. Those records automatically included pursuant to Rule 628;
 - B. Motion for Entry of Judgment and Decree of Divorce filed on August 6, 2013;
 - C. Affidavit of Scot M. Ludwig in Support of Motion for Entry of Judgment and Decree of Divorce filed August 6, 2013;
 - D. Affidavit of Scot M. Ludwig filed August 12, 2013;
 - E. Affidavit of Ronald L. Thompson in Opposition to Plaintiff's Motions for Entry of Preliminary Injunction and Set Aside filed August 12, 2013;
 - F. Memorandum in Opposition to Plaintiff's Motions for Entry of Preliminary Injunction and Set Aside filed August 12, 2013;
 - G. Decree of Divorce entered August 21, 2013.

DATED This 30th day of June, 2014.

LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP

By 
Scot M. Ludwig,
Attorney for Defendant/Respondent

DEFENDANT/RESPONDENT'S REQUEST FOR ADDITIONAL
CLERK'S RECORD - 2

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of June, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Matthew T. Christensen
ANGSTMAN JOHNSON
3649 North Lakeharbor Lane
Boise, Idaho 83703

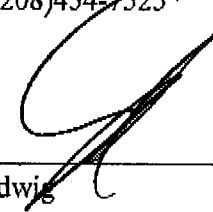
☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)853-0117

David H. Leroy
Attorney at Law
1130 East State Street
Boise, Idaho 83712

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)342-4200

Teresa Randall
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)454-7325



Scot M. Ludwig

DEFENDANT/RESPONDENT'S REQUEST FOR ADDITIONAL
CLERK'S RECORD - 3

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

FILED
9:00 A.M. JUL 2 2014 P.M.

JUL 02 2014

CANYON COUNTY CLERK
J HEIDEMAN, DEPUTY

Attorney for Defendant/Respondent

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff/Appellant,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	Supreme Court Docket No.: 42221
)	
RONALD L. THOMPSON,	)	DEFENDANT/RESPONDENT'S
	)	REQUEST FOR ADDITIONAL
Defendant/Respondent.	)	CLERK'S RECORD
)	

**TO: THE ABOVE-NAMED PLAINTIFF/APPELLANT, PATRICIA J. THOMPSON AND
HER ATTORNEY OF RECORD, MATTHEW T. CHRISTENSEN, AND THE
CLERK OF THE ABOVE-ENTITLED COURT:**

NOTICE IS HEREBY GIVEN, that the Defendant/Respondent, RONALD L. THOMPSON,
by and through his attorney of record, Scot M. Ludwig of Ludwig Shoufler Miller Johnson, LLP, in
the above-entitled proceeding hereby requests, pursuant to Rule 19 of the Idaho Appellate Rules
(IAR), the inclusion of the following material in the Reporter's Transcript or the Clerk's Record in

DEFENDANT/RESPONDENT'S REQUEST FOR ADDITIONAL
CLERK'S RECORD - 1

addition to that required to be included by the IAR and the Notice of Appeal. Any additional transcript is to be provided in hard copy:

1. Reporter's Transcript:
 - A. The entire reporter's standard transcript as defined in Rule 25(a), IAR, of the Trial and Stipulation entered on July 23, 2013.
2. Clerk's Record:
 - A. Those records automatically included pursuant to Rule 628;
 - B. Motion for Entry of Judgment and Decree of Divorce filed on August 6, 2013;
 - C. Affidavit of Scot M. Ludwig in Support of Motion for Entry of Judgment and Decree of Divorce filed August 6, 2013;
 - D. Affidavit of Scot M. Ludwig filed August 12, 2013;
 - E. Affidavit of Ronald L. Thompson in Opposition to Plaintiff's Motions for Entry of Preliminary Injunction and Set Aside filed August 12, 2013;
 - F. Memorandum in Opposition to Plaintiff's Motions for Entry of Preliminary Injunction and Set Aside filed August 12, 2013;
 - G. Decree of Divorce entered August 21, 2013.

DATED This 30th day of June, 2014.

LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP

By

Scot M. Ludwig,
Attorney for Defendant/Respondent

DEFENDANT/RESPONDENT'S REQUEST FOR ADDITIONAL
CLERK'S RECORD - 2

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of June, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Matthew T. Christensen
ANGSTMAN JOHNSON
3649 North Lakeharbor Lane
Boise, Idaho 83703

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)853-0117

David H. Leroy
Attorney at Law
1130 East State Street
Boise, Idaho 83712

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)342-4200

Teresa Randall
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)454-7525



Scot M. Ludwig

DEFENDANT/RESPONDENT'S REQUEST FOR ADDITIONAL
CLERK'S RECORD - 3

CU13-00198
FILED
AUG 28 2014
P.M.

In the Supreme Court of the State of Idaho

PATRICIA J. THOMPSON,

Plaintiff-Appellant,

v.

ROBERT L. THOMPSON,

Defendant-Respondent.

CANYON COUNTY CLERK
K WALDEMER, DEPUTY

)
) ORDER GRANTING MOTION FOR
) LEAVE TO WITHDRAW AS COUNSEL
) OF RECORD FOR APPELLANT

) Supreme Court Docket No. 42221-2014
) Canyon County No. 2013-198

) Ref. No. 14-360

1. A MOTION FOR LEAVE TO WITHDRAW AS COUNSEL OF RECORD FOR PLAINTIFF/APPELLANT with AFFIDAVIT OF COUNSEL IN SUPPORT OF MOTION TO WITHDRAW AS COUNSEL OF RECORD attached were filed by counsel for Appellant on July 30, 2014.
2. A SUPPLEMENTAL CERTIFICATE OF SERVICE was filed with this Court by counsel for Appellant on August 1, 2014.
3. On August 1, 2014, this Court received notification that the District Court Clerk sent written notice to counsel for Appellant that the fee for preparation of the Clerk's Record was now due and owing.

Therefore,

IT HEREBY IS ORDERED that Appellant's MOTION FOR LEAVE TO WITHDRAW AS COUNSEL OF RECORD FOR PLAINTIFF/APPELLANT be, and hereby is, GRANTED on the condition that Attorney Matthew T. Christensen serves a copy of this Order upon Appellant on or before seven (7) days of the date of this Order and files proof of such service within seven (7) days thereafter. Furthermore, Appellant Patricia Thompson shall have TWENTY-ONE (21) DAYS UPON RECEIPT OF SERVICE OF THIS COURT'S ORDER to file a Notice of Appearance of New Counsel; however, if no such notice is filed, it shall be assumed that Appellant Patricia Thompson is proceeding *pro se* in this appeal.

IT FURTHER IS ORDERED that the above entitled appeal shall continue, at the appropriate time, on the Clerk's Record *only* once the fee has been paid to the District Court Clerk.

DATED this 27 day of August, 2014.

By Order of the Supreme Court


Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk

ORDER GRANTING MOTION FOR LEAVE TO WITHDRAW AS COUNSEL OF RECORD FOR APPELLANT

In the Supreme Court of the State of Idaho

FILED
A.M. 2:06 P.M.

OCT 09 2014

PATRICIA J. THOMPSON,

Plaintiff-Appellant,

v.

ROBERT L. THOMPSON,

Defendant-Respondent.

CANYON COUNTY CLERK
K WALDEMER, DEPUTYORDER CONDITIONALLY
DISMISSING APPEALSupreme Court Docket No. 42221-2014
Canyon County No. 2013-198

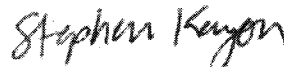
The Appellant has failed to pay the necessary fee for preparation of the Clerk's Record on appeal as required by Idaho Appellate Rule 27(c); therefore;

IT HEREBY IS ORDERED that this appeal be, and hereby is, CONDITIONALLY DISMISSED unless the required fee for preparation of the Clerk's Record is paid to the District Court Clerk within twenty-one (21) days from the date of this Order.

IT FURTHER IS ORDERED that this appeal is SUSPENDED until further notice.

DATED this 9th day of October, 2014.

For the Supreme Court



Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk

ORDER CONDITIONALLY DISMISSING APPEAL – Docket No. 42221-2014

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429
Attorney for Plaintiff

FILED
10/3/14 A.M. P.M.

OCT 3 0 2014

CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

**MOTION FOR RELIEF FROM JUDGMENT
AND FOR MODIFICATION OF JUDGMENT**

Pursuant to Rules 60(a), 60(b)(5) and (6) of the Idaho Rules of Civil Procedure, plaintiff Patricia J. Bell, formerly known as Patricia J. Thompson, now requests the court to enter an order granting her relief from the Judgment and Decree of Divorce entered on August 21, 2013, henceforth called "the Decree", on the grounds that defendant's conduct has deprived plaintiff of significant benefits to which she was entitled pursuant to the stipulation upon which the Decree was predicated and, therefore, that it is no longer equitable that the judgment be given effect. In addition, by oversight or omission, the Decree fails to provide for a security interest to which the parties agreed that plaintiff would be entitled to protect her interest in the community assets held by the parties. Moreover, the parties failed, in their stipulation, to allocate certain of their assets, which need to be equitably distributed between the parties by means of a modification of the Decree. Finally,

the Decree fails to specify a deadline for the parties to turn over to each other various pieces of property, and the Decree should be modified to provide specific deadlines for these events to occur.

More specifically, plaintiff alleges:

COUNT ONE

1. The parties were husband and wife from at least August 31, 2001, until the entry of the Decree. The Decree was entered by stipulation of the parties made in open court on July 23, 2013. The stipulation included an agreed allocation of property and debts which was incorporated into the Decree as Exhibit A.

2. One of the items of personal property assigned to plaintiff by the terms of the Decree was a term life insurance policy on defendant's life issued by State Farm Insurance Company, appearing as Item No. 53 in Exhibit A to the Decree. This policy was in the amount of \$300,000, and is henceforth called "the Policy" in this document. The Policy was the most significant community asset awarded to plaintiff by the terms of the Decree.

3. At the time that the Decree was entered, the Policy was held by the parties in the name of defendant only. Therefore, defendant, and only defendant, received notices regarding the Policy from the insurance company and was the only party to whom the insurance company would provide any substantive information regarding the policy or whom the company would allow to make any changes to the policy provisions.

4. After the entry of the stipulation on July 23, 2013, and before the entry of the Decree on August 21, 2013, plaintiff made inquiry of State Farm regarding the status of the policy and was told that the annual premium on the policy, covering the year running from August of 2013 to August of 2014, had already been paid.

5. In June of 2014, when plaintiff made inquiry regarding the payment of the next year's premium on the insurance policy, she was told that the policy was no longer in effect on account of the non-payment of premiums.

6. After inquiry to defendant, through his attorney, regarding the policy, defendant's attorney stated in a letter dated July 15, 2014, that the policy had expired on September 26, 2013, and that the premiums had never been paid through August of 2014.

7. If the facts stated by defendant's attorney in the letter of July 15, 2014, are correct, defendant allowed the insurance policy to lapse without providing plaintiff with any notice that the premiums were due, which would have allowed her to pay the premium and preserve the value of the asset. If the facts stated by the State Farm representative to plaintiff in July or August of 2013, are correct, defendant withdrew the payment of the premium and then allowed the policy to lapse without providing plaintiff with any notice that premiums were due, which would still have allowed her to pay the premium and preserve the value of the asset. In either event, defendant acted willfully with the intention of depriving plaintiff of the most significant financial benefit to which she was entitled pursuant to the terms of the stipulation and the Decree, which constitutes a breach of the covenant of good faith and fair dealing that is a part of the stipulation between the parties. The breach of that covenant of good faith and fair dealing is a breach of the terms of the contract that is the stipulation. The same acts may, depending upon the timing of the events, also constitute a breach of the fiduciary duty that defendant owed to plaintiff, his spouse.

8. The breach of the covenant of good faith and fair dealing and breach of fiduciary duty described in paragraph 7 entitle plaintiff to revoke the stipulation leading to

the entry of the Decree and/or a reallocation of assets to compensate plaintiff for the misconduct of the defendant. The only assets sufficient to compensate plaintiff for the loss are the real estate located at 93 N. Midland Boulevard in Nampa, Idaho, more formally described as Lot 8, Block 1 Morgan First Subdivision, Canyon County, Idaho, according to the plat filed in Book 6 of plats, page 19, records of Canyon County, Idaho, and the Willow Apartments, described in Exhibit A to this document.

COUNT TWO

9. Plaintiff incorporates by reference paragraphs 1 through 8 of Count One into this count of this motion.

10. Plaintiff has sustained \$300,000 of damages by reason of the circumstances detailed in Count One, less the value of the insurance premiums that she would have had to pay to keep the policy in effect until payment of the \$300,000 became due. The court should enter judgment against defendant for that \$300,000, or such other amount as is proved as damages at trial.

COUNT THREE

11. Plaintiff incorporates by reference paragraphs 9 and 10 of Count Two into this count of this motion.

12. In reciting the agreement of the parties into the record, the parties carefully distinguished between items of personal property that they knew to exist and those about which they were uncertain could be identified or found. Defendant has refused to turn over to plaintiff a number of items of personal property that he represented to plaintiff and the court that he knew to exist.

13. The failure to turn over the property described in paragraph 12 is a breach

of contract and of the Decree by defendant. He should be ordered to turn over all such items of property to plaintiff within a specified period of time.

COUNT FOUR

14. Plaintiff incorporates by reference paragraphs 11 through 13 of Count Three into this count of this motion.

15. In the event that defendant does not produce the items of property described in paragraph 12, the court should enter judgment for the damages sustained by plaintiff in an amount to be proved at trial.

COUNT FIVE

16. Plaintiff incorporates by reference paragraphs 14 and 15 of Count Four into this count of this motion.

17. Defendant has failed to transfer to plaintiff the warranties described in paragraph 9 of the Decree. The court should order him to do so within a specified period of time.

COUNT SIX

18. Plaintiff incorporates by reference paragraphs 16 and 17 of Count Five into this count of this motion.

19. The failure by defendant to transfer the warranties has resulted in damage to plaintiff, inasmuch as the floors are defective, and plaintiff has not been able to obtain the repair or replacement of the floors pursuant to the terms of the warranties.

20. On account of the failure of the defendant to abide by the terms of the Decree, the court should enter judgment in plaintiff's favor for such damages as may be proved at trial.

COUNT SIX

19. Plaintiff incorporates by reference paragraphs 18 through 20 of Count Six into this count of this motion.

20. The stipulation between the parties, as recited into the record before the court, contemplated the receipt by plaintiff of a deed of trust on the property located at 93 N. Midland Boulevard in Nampa, Idaho. This property is more formally described as Lot 8, Block 1 Morgan First Subdivision, Canyon County, Idaho, according to the plat filed in Book 6 of plats, page 19, records of Canyon County, Idaho. By oversight of the parties, the Decree fails to provide for that deed of trust. Plaintiff is entitled to a modification of the Decree to provide for this deed of trust.

COUNT SEVEN

21. Plaintiff incorporates by reference paragraphs 19 and 20 of Count Six into this Count of this motion.

22. In preparing the stipulation leading to the entry of the Decree, the parties omitted the following assets from the terms of their stipulation: All trade fixtures located at 93 Midland Boulevard in Nampa, Idaho. The Decree should be modified to provide for an equitable division of these assets between the parties.

COUNT EIGHT

23. Plaintiff incorporates by reference paragraphs 21 and 22 of Count Six into this Count of this motion.

24. After the recitation of the stipulation before the court, defendant cancelled the property insurance on the real property located at 2420 Hillcrest Way in Nampa, Idaho. That property had been assigned to plaintiff by the terms of the Decree. Defendant then

failed to advise plaintiff or the court that he had cancelled that insurance when seeking security for the house payments that he was supposed to make.

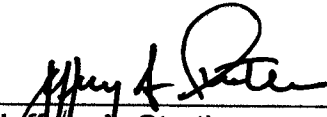
25. Defendant should be required to reinstate the homeowners' insurance on the property as it existed prior to his cancellation of that coverage, adding plaintiff to the policy as an additional insured, and to reimburse plaintiff for all expenses that she has incurred by reason of his cancellation of the coverage. Defendant should be further required to permit plaintiff to have access to the holder of the note and deed of trust on the property to verify that defendant has complied with his obligations pursuant to those instruments.

Therefore, plaintiff Patricia J. Bell requests the court to enter an order and judgment:

1. Granting plaintiff relief from the terms of the Decree by reallocating the assets of the community estate between the parties or awarding plaintiff such damages as are proved at trial;
2. Granting plaintiff the specific relief requested in the various counts of this motion;
3. Awarding plaintiff the costs and attorney fees incurred in the prosecution of this action; and
4. Granting plaintiff such other relief as the court deems just under the circumstances of this action.

DATED this 29th day of October, 2014.

STROTHER LAW OFFICE

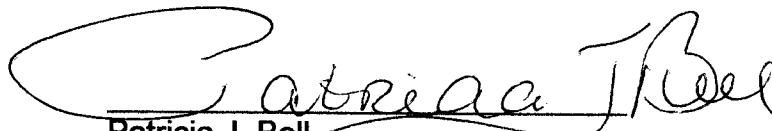


Jeffrey A. Strother

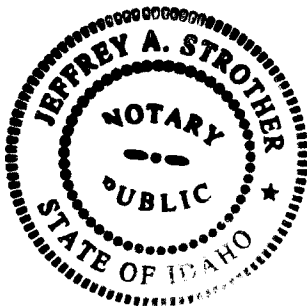
VERIFICATION

STATE OF IDAHO)
 :SS
County of Ada)

I, Patricia J. Bell, being first sworn, declare that I was formerly known as Patricia J. Thompson, that I am the plaintiff in the lawsuit captioned above, that I have read the foregoing Motion for Relief from Judgment and for Modification of Judgment, and that, to the best of my knowledge, the facts stated in that motion are true and correct.


Patricia J. Bell

SUBSCRIBED AND SWORN TO before me this 29th day of October, 2014.



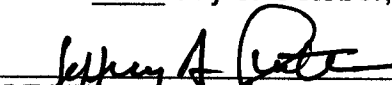

NOTARY PUBLIC
Residing at: Bow Hills
My Commission Expires: 11/19/18

EXHIBIT "A"

Lot 1, Block 2, O. K. SUBDIVISION, Nampa, Canyon County, Idaho, according to the plat filed in Book 3 of Plats at Page 44, records of said county, EXCEPTING THEREFROM the West 190 feet thereof.

and

A portion of Lot 1, Block 2, O. K. SUBDIVISION, Nampa, Canyon County, Idaho, according to the plat filed in Book 3 of Plats at Page 44, records of said county, described as follows:

Commencing at the Northwest corner of said Lot 1 and running East along the North Line of said a distance of Lot 130 feet to the REAL POINT OF BEGINNING; thence continuing East along said North line a distance of 60 feet; thence South and parallel to the West line of said Lot 1 a distance of 117 feet to the South line of said Lot 1; thence West and along the said South line a distance of 60 feet; thence North and parallel to the said West line a distance of 117 feet to the REAL POINT OF BEGINNING.

and

A portion of Lot 1, Block 2, O. K. SUBDIVISION, Nampa, Canyon County, Idaho, according to the plat filed in Book 3 of Plats at Page 44, records of said county, described as follows:

Commencing at the Northwest corner of said Lot 1 and running East along the North Line of said a distance of Lot 70 feet to the REAL POINT OF BEGINNING; thence continuing East along said North line a distance of 60 feet; thence South and parallel to the West line of said Lot 1 a distance of 117 feet to the South line of said Lot 1; thence West and along the said South line a distance of 60 feet; thence North and parallel to the said West line a distance of 117 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTING FROM ALL OF THE ABOVE PARCELS:

The East 15 of said Lot 1 for dedication of additional right of way for Midland Boulevard and the North 5 feet of the portions of said Lot 1 for dedication of additional right of way for Willow Avenue.

First American Title Insurance
Schedule B

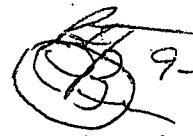
 9-29-11
9-29-11

EXHIBIT A

In the Supreme Court of the State of Idaho

FILED
9:36 A.M. P.M.

NOV 04 2014

PATRICIA J. THOMPSON,

Plaintiff-Appellant,

v.

ROBERT L. THOMPSON,

Defendant-Respondent.

CANYON COUNTY CLERK
K WALDEMER, DEPUTY

ORDER DISMISSING APPEAL

Supreme Court Docket No. 42221-2014
Canyon County No. 2013-198

An ORDER CONDITIONALLY DISMISSING APPEAL was entered by this Court October 9, 2014 for the reason the fee for preparation of the Clerk's Record on appeal had not been paid. The District Court Clerk advised this Court that the fee has not been paid; therefore,

IT HEREBY IS ORDERED that this appeal be and hereby is, DISMISSED.

DATED this 3rd day of November, 2014.

For the Supreme Court

Stephen Keyser

Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
District Court Judge

CV13-00198

In the Supreme Court of the State of Idaho

FILED
1010 A.M. P.M.

NOV 26 2014

CANYON COUNTY CLERK
T RANDALL, DEPUTY

PATRICIA J. THOMPSON,

Plaintiff-Appellant,

v.

ROBERT L. THOMPSON,

Defendant-Respondent.

REMITITTUR

Supreme Court Docket No. 42221-2014

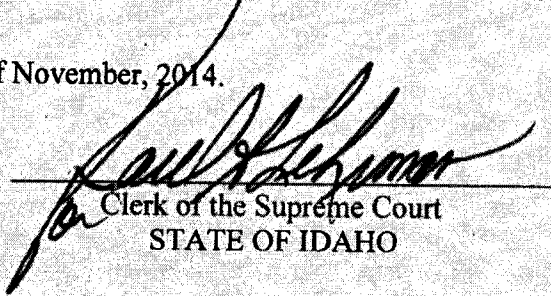
Canyon County No. 2013-198

TO: THIRD JUDICIAL DISTRICT, COUNTY OF CANYON.

The Court having entered an Order dismissing this appeal November 3, 2014;
therefore,

IT IS HEREBY ORDERED that the appeal herein from the judgment of the District
Court be, and hereby is, DISMISSED.

DATED this 25th day of November, 2014.


Clerk of the Supreme Court
STATE OF IDAHO

cc: Counsel of Record
District Court Clerk
District Court Judge

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

FILED
9:51 A.M. DEC 12 2014 P.M.

DEC 12 2014

CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

CASE NO. CV-2013-0000198-C

RULE 12(b) MOTION TO DISMISS

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorney of record, Scot M. Ludwig of Ludwig Shoufler Miller Johnson, LLP, and hereby moves this Court for an Order Dismissing Plaintiff's Motion for Relief from Judgment and for Modification of Judgment.

This Motion is made and based upon Rule 12(b) of the Idaho Rules of Civil Procedure, the Memorandum in Support of Motion, the Affidavit of Ronald Thompson and the Affidavit of Anita Wardwell filed contemporaneously herewith.

RULE 12(b) MOTION TO DISMISS - 1

Oral argument is requested.

DATED this 12 day of December, 2014.

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

By Scot M. Ludwig
Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 12 day of December, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth Street, Suite 30
Boise, Idaho 83702

☐ U.S. Mail
☒ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)342-2429

Scot M. Ludwig
Scot M. Ludwig

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

F I L E D
9:00 A.M. P.M.

DEC 12 2014

CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	MEMORANDUM IN SUPPORT OF
	)	MOTION TO DISMISS
RONALD L. THOMPSON,)	
)	
Defendant.)	
_____)	

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorney of record, Scot M. Ludwig of Ludwig Shoufler Miller Johnson, LLP, and hereby supports his Motion to Dismiss with the following legal argument.

On July 23, 2013, the parties placed a stipulation on the record before this Court that resolved the parties' divorce case. This Court accepted the stipulation and ordered Defendant to prepare the Judgment and Decree of Divorce.

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS - 1

Plaintiff obtained new counsel and filed Motions on August 2, 2013, seeking to withdraw her stipulation and she requested this Court to enter an Order setting aside the stipulation. Plaintiff argued that Rule 60(b) of the Idaho Rules of Civil Procedure supported her Motion.

On August 21, 2013, this Court denied Plaintiff's Motion to be relieved from the stipulation and it entered the Judgment and Decree of Divorce.

Plaintiff filed a timely appeal. On May 7, 2014, the District Court affirmed this Court's decision and found Plaintiff's appeal to have been frivolously brought and awarded fees and costs to Defendant.

Plaintiff filed an appeal to the Supreme Court from the District Court's decision and the Supreme Court dismissed that appeal on November 25, 2014.

Plaintiff brought this action on October 30, 2014, using Idaho Rule of Civil Procedure 60(b) as the basis for her Motion.

Once a decree becomes final the property settlement portions of the decree are not modifiable. *Compton v. Compton*, 101 Idaho 328, 333, 612 P.2d 1175, 1180 (1980). The entry of a decree that becomes final is res judicata as to all issues that were litigated and to all issues which could have been litigated. *Id.*

The parties' Judgment and Decree of Divorce is final. Plaintiff has exhausted her appeals.

This Court has no authority or jurisdiction to modify the parties' Decree.

Res Judicata precludes Plaintiff from bringing any further Rule 60(b) Motions.

Plaintiff is seeking a damage award of \$300,000.00 for an item (Term Life Policy) that the Decree states is worth \$0.00. (Judgment and Decree of Divorce, Item 53 of the Property and Debt Schedule). She is also claiming a breach of the Decree because the premium on this Term Life

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS - 2


Policy was not paid. The Decree clearly requires Plaintiff, and no one else, to maintain this policy at her sole cost and expense. (Judgment and Decree of Divorce, ¶12). The renewal date on the policy was in late September. (Affidavit of Ronald Thompson, ¶2). Defendant had made the payment on this policy on September 24, 2012, and she failed to make the renewal payment on September 26, 2013 which resulted in the policy lapsing. (Affidavit of Anita Wardwell, ¶2). There are no factual disputes. Plaintiff's claim is legally deficient and not supported by facts or the provisions of the Decree.

Plaintiff's Motion should be dismissed as a matter of law. Plaintiff continues to harass Defendant with frivolous litigation and Defendant should be awarded his fees and costs pursuant to Idaho Code section 12-121, and Idaho Rule of Civil Procedure 54.

DATED this 12 day of December, 2014.

LUDWIG ♦ SHOUBLER ♦ MILLER ♦ JOHNSON, LLP

By

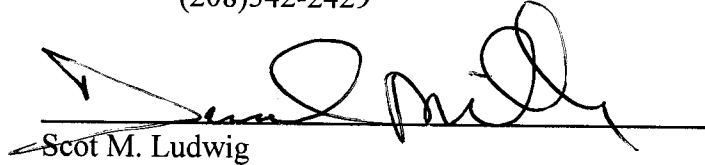

Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 12 day of December, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

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Strother Law Office
200 North Fourth Street, Suite 30
Boise, Idaho 83702

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☒ Hand Delivery
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☐ Facsimile Transmission
(208)342-2429


Scot M. Ludwig

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

FILED
9:05 A.M. P.M.
DEC 12 2014
CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	REPLY TO MOTION FOR
	)	RELIEF FROM JUDGMENT
RONALD L. THOMPSON,	)	AND FOR MODIFICATION OF
	)	JUDGMENT
Defendant.)	
_____)	

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorney of record, Scot M. Ludwig of Ludwig Shoufler Miller Johnson, LLP, and answers Plaintiff, PATRICIA J. THOMPSON, n/k/a PATRICIA J. BELL'S, Motion for Relief from Judgment and for Modification of Judgment as follows:

1. Plaintiff's Motion fails to state a claim upon which relief can be granted.
2. This Court does not have subject matter jurisdiction to grant the relief requested. The

REPLY TO MOTION FOR RELIEF FROM JUDGMENT AND FOR
MODIFICATION OF JUDGMENT- 1

property provisions of a final Judgment and Decree of Divorce cannot be modified. The parties' Judgment and Decree of Divorce is a final Judgment.

3. Plaintiff's claims are barred by the doctrines of claim preclusion (res judicata) and issue preclusion.

4. Defendant denies each and every allegation of Plaintiff's Motion for Relief from Judgment and for Modification of Judgment not specifically admitted herein.

5. Defendant admits paragraphs 1 and 6 of Plaintiff's Motion for Relief from Judgment and for Modification of Judgment. With respect to paragraph 2 of the Motion, Defendant admits that the plaintiff was assigned a **term** life insurance policy. The remainder of the paragraph is denied. In addition, this **term** life insurance policy had no value and no equity, it had a death benefit payable to the beneficiary upon Defendant's death. This policy lapsed because Plaintiff failed to pay the premium. Paragraph 12 of the parties' Judgment and Decree of Divorce states: "Plaintiff shall, own, control and as beneficiary be entitled to continue in effect, **at her sole expense**, the current **Term Life Policy** on Defendant." Item 53 of the parties' Property and Debt Schedule lists the value of this term policy as "0.00." With respect to paragraph 3 of the Motion, Defendant admits that at the time the Decree was entered, the policy was held by the parties in the name of Defendant only. The remainder of the paragraph is denied.

6. Defendant has retained this Firm to defend this Motion. Defendant is entitled to an award of fees and costs as set forth below.

WHEREFORE, Defendant prays that the Plaintiff's Motion for Relief from Judgment and for Modification of Judgment be dismissed, for Defendant's costs and attorney's fees incurred herein

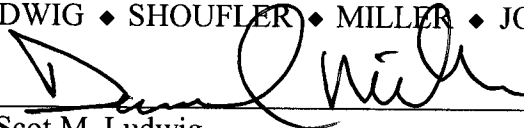
REPLY TO MOTION FOR RELIEF FROM JUDGMENT AND FOR
MODIFICATION OF JUDGMENT- 2

pursuant to Idaho Code §§12-121 and Idaho Rules of Civil Procedure 54 and for such other and further relief as to the Court may appear just in the premises.

DATED this 12 day of December, 2014.

LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP

By

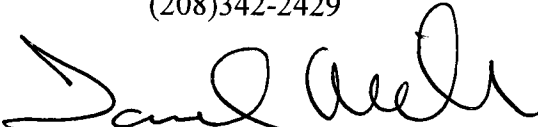

Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 12 day of December, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth Street, Suite 30
Boise, Idaho 83702

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☐ Facsimile Transmission
(208)342-2429


Scot M. Ludwig

REPLY TO MOTION FOR RELIEF FROM JUDGMENT AND FOR
MODIFICATION OF JUDGMENT- 3

Attorney for Defendant

FILED
90 A.M. P.M.

DEC 12 2014

CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY

Plaintiff was responsible for paying the premium for renewal on September 20, 2013 and apparently failed to do so. The policy was awarded to her at her own expense.

3. Plaintiff paid the annual premium renewal on September 24, 2012 by credit card and was fully aware of how to maintain this policy of insurance. In fact, we were already separated in September 2012 when I stated to her I did not want the policy anymore so she made the payment to keep the policy current.

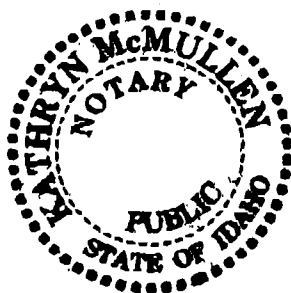
4. Attached hereto as Exhibit "A" is a letter received by my attorney from Patricia J. Bell's attorney regarding this issue.

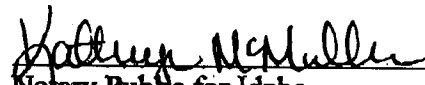
5. Attached hereto as Exhibit "B" is a letter from my attorney to Plaintiff's attorney in July, 2014. Apparently she misunderstood what State Farm was communicating with her as she states in paragraph 4 of her Motion.

DATED This 11 day of December, 2014.


RONALD L. THOMPSON

SUBSCRIBED AND SWORN TO before me this 11th day of December, 2014.



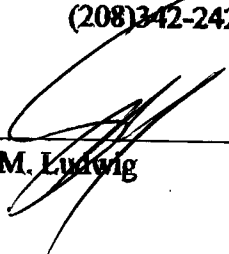

Notary Public for Idaho
Residing at: Ada County
Comm. Expires: 1/10/2020

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of December, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth, Suite 30
Boise, Idaho 83702

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☒ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)342-2429



Scot M. Ludwig

AFFIDAVIT OF RONALD L. THOMPSON - 3

DAVID H. LEROY
ATTORNEY AT LAW

VIA FAX
387-1999

S. Ludwig, Attorney
Boise
6-24-2014

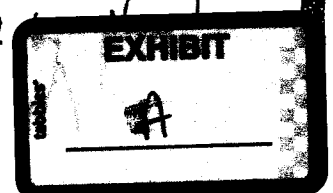
Re: Attached Demand for Information and Assistance in Completing Transfer of Donald Thompson Term Life Insurance Policy from Patty Bell (6-19-2014 letter)

Dear Scott:

Both Patty and I have been ineffective in working through State Farm agent Ken Wells to get either information on or the transfer of the term life policy awarded to her and requiring a renewal payment in August. Your and Ron's assistance is now required as a copy of the decree has not elicited a response. Can you obtain and sign all forms necessary and transmit them with payment detail to me? Sorry we have missed

cc: client
cc: fax

encl: 1. Bell-6-19 letter



June 19, 2014

David Leroy, Attorney at Law
1130 East State Street
Boise, Idaho, 83712

Cc Ludwig by FAX

Regarding: Life Insurance policy

David,

Per our conversation yesterday (June 18, 2014), you asked that I send you a letter documenting the details regarding the life insurance issue. Beyond the items detailed below, State Farm will not communicate specifics on said policy excepting that my attorney needed to handle the ownership transfer of the policy. Per your request, however, I called State Farm again today and they have refused to even give me the name of the Life Insurance Company or their contact information. Therefore, these are the only details I know:

1) July 2013 it was agreed and further confirmed in August 2013 by divorce decree that I was awarded the term life insurance on Ronald Thompson's life. This policy was due in August 2013 and was paid in full through the divorce. (I believe this was one of the bills submitted by Ron that I was required to split along with an apx. \$14,000 note that Ron borrowed from his mother apx. 2 days before court.)

2) Please note Ron's sister, Anita Wardwell, Wardwell State Farm Agency is/was the insurance agent on this policy and had been made aware this policy was awarded to me through the divorce.

3) After the July 2013 court date, I verified through a State Farm representative that the policy was in force and was paid in full through August 2014. State Farm also confirmed at that time Ron Thompson could not cancel the policy at that point and it would remain in force until the next premium was due in August 2014.

4) With the knowledge the policy premium was due August 2014, I began in May 2014 inquiring as to how I could make that payment. State Farm would not tell me anything but that they needed my attorney to contact them which I again, asked you to do.

5) State Farm agent Ken Wells told me they received some information from you and it had been forwarded to the Life Policy company. They will not give me any other information other than (a) the policy has been cancelled due to nonpayment of premium; (b) Ron Thompson would have automatically been mailed notices that this policy was going to be terminated; and (c) that it was now a legal issue with Ron Thompson, if he did not have the authority to cancel this policy.

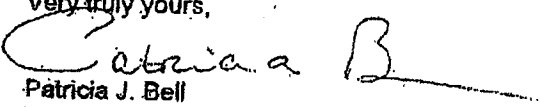
6) The only way, this policy could have been cancelled was by Ron Thompson after it was paid in full through August 2014, thereby Ron would have been reimbursed for the previously paid premium. After I was assured this would not be possible, I can only presume this cancellation was done through the help of his sister/insurance agent, Anita Wardwell.

7) Regardless of how Ron Thompson terminated the policy, whether he acted alone or on the advice of Scot Ludwig, he had to have received the notices of cancellation and failed to notify the court.

You told me yesterday that you had not spoken to Scot Ludwig about the insurance issue but you were sure he knew nothing about it. However in 2013, you also told me that if Scot Ludwig caught Ron Thompson in a lie, he would fire him as a client. I believe Scot Ludwig not only showed this to be false but chuckled about it during deposition when he stated Ron was changing his plea to the 5th regarding adultery and that Ron was aware of how the Judge would perceive this plea. As you have been made aware, Scot and Ron further provided false information to the court regarding the first 4 homes that were ultimately given to Ron by Summary Motion.

David, I told you I needed you to protect me on this issue and pleaded with you in August 2013 not to trust Scot Ludwig or Ron Thompson on this issue. This was my asset through the divorce. I expect to have that asset back in its entirety or to be paid the \$300,000 which was the value of the term life insurance policy. Please call me after you contact Scot Ludwig to see how this is going to be remedied.

Very truly yours,


Patricia J. Bell
2420 Hillcrest Way
Nampa, ID 83686
(208) 880-1440

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

ATTORNEYS AT LAW

SCOT M. LUDWIG, ATTORNEY AT LAW
BRET W. SHOUFLER, ATTORNEY AT LAW
DANIEL A. MILLER, ATTORNEY AT LAW
MICHAEL R. JOHNSON, ATTORNEY AT LAW

209 WEST MAIN STREET
BOISE, IDAHO 83702
TELEPHONE (208) 387-0400
FAX (208) 387-1999
www.lsmj-law.com

NICOLE LETTUNICH BIERLE, OFFICE ADMINISTRATOR, PARALEGAL
JODI M. COMPTON, PARALEGAL
KIRA A. LEWIS, PARALEGAL

July 15, 2014

Via Facsimile: 342-4200

David H. Leroy
Attorney at Law
1130 East State Street
Boise, Idaho 83712

Re: Thompson v. Thompson

Dear David:

With respect to your correspondence dated June 24, 2014 regarding the State Farm Term Life Insurance policy, Mr. Thompson advises that the policy expired September 26, 2013.

This policy was not paid up through August of 2014 as Ms. Bell asserts and it appears as if Ms. Bell received erroneous information. The State Farm Policy Number is LF-2253-9586.

Thank you for your consideration.

Very truly yours,

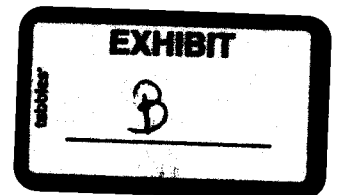
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

Dictated by Mr. Ludwig and
sent without signature to
avoid delay.

By _____
Scot M. Ludwig,
Attorney for Ron Thompson

SML/jmc

cc: Ron Thompson
Matthew T. Christensen (via facsimile - 208-853-0117)



FILED
A.M. 3:36 P.M.

DEC 12 2014

CANYON COUNTY CLERK
J HEIDEMAN, DEPUTY

SCOT M. LUDWIG
 LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
 Attorneys at Law
 401 West Front Street, Suite 401
 Boise, ID 83702
 Telephone: 208-387-0400
 Facsimile: 208-387-1999
 ISB 3506

Attorney for Defendant

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

CASE NO. CV-2013-0000198-C

AFFIDAVIT OF RONALD L.
 THOMPSON IN SUPPORT OF
 MOTION REQUESTING ORDER
 REMOVING PLAINTIFF FROM
 DEFENDANT'S PROPERTY

STATE OF IDAHO)

County of Ada) ss

RONALD L. THOMPSON, being first duly sworn upon oath, deposes and says:

1. I am the Defendant in this divorce proceeding and make this affidavit based upon my own personal knowledge and in support of my Motion Requesting Order Removing Plaintiff From Defendant's Property.

2. That on August 21, 2013 in the County of Canyon, State of Idaho, Plaintiff and I were

AFFIDAVIT OF RONALD L. THOMPSON IN SUPPORT OF MOTION REQUESTING
 ORDER REMOVING PLAINTIFF FROM DEFENDANT'S PROPERTY - 1

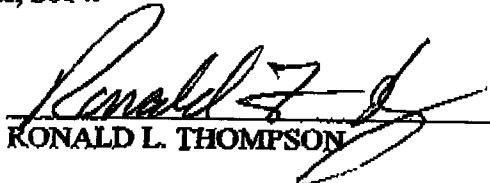
divorced by way of Judgment and Decree of Divorce.

6. The Judgment and Decree of Divorce awarded me the real property located at 93 N. Midland Blvd., Nampa, Idaho.

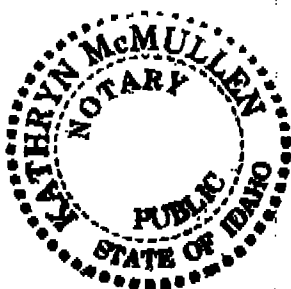
7. Paragraph 18 of the Judgment and Decree of Divorce ordered Plaintiff to vacate 93 N. Midland Blvd. as soon as possible but in no event later than ninety (90) days from July 23, 2013.

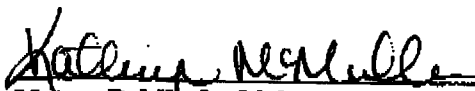
8. Plaintiff has failed to vacate 93 N. Midland Blvd. within the ninety (90) day period as ordered by the Judgment and Decree of Divorce. At this time Plaintiff still occupies said real property owned by me. Plaintiff's occupation of 93 N. Midland Blvd. is without my permission and consent. Plaintiff is not paying me any amount for her use and occupation of 93 N. Midland Blvd.

DATED This _____ day of December, 2014.


RONALD L. THOMPSON

SUBSCRIBED AND SWORN TO before me this _____ day of December, 2014.




Notary Public for Idaho
Residing at: Ada County
Comm. Expires: 1/10/2020

AFFIDAVIT OF RONALD L. THOMPSON IN SUPPORT OF MOTION REQUESTING
ORDER REMOVING PLAINTIFF FROM DEFENDANT'S PROPERTY - 2

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of December, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth, Suite 30
Boise, Idaho 83702

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208) 342-2429

Scot M. Ludwig

AFFIDAVIT OF RONALD L. THOMPSON IN SUPPORT OF MOTION REQUESTING
ORDER REMOVING PLAINTIFF FROM DEFENDANT'S PROPERTY - 3

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

F I L E D
A.M. | **1:30** P.M.
DEC 24 2014
CANYON COUNTY CLERK
K KILLEEN, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

CASE NO. CV-2013-0000198-C

**AMENDED RULE 12(b)
MOTION TO DISMISS**

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorney of record, Scot M. Ludwig of Ludwig Shoufler Miller Johnson, LLP, and hereby moves this Court for an Order Dismissing Plaintiff's Motion for Relief from Judgment and for Modification of Judgment.

This Amended Motion is made and based upon Rule 12(b) of the Idaho Rules of Civil Procedure, the Memorandum in Support of Motion, the Affidavit of Ronald Thompson, and the Second Affidavit of Ronald Thompson.

AMENDED RULE 12(b) MOTION TO DISMISS - 1

Oral argument is requested.

DATED this 23rd day of December, 2014.

LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP

By _____

Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of December, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth Street, Suite 30
Boise, Idaho 83702

☐ U.S. Mail
☒ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)342-2429

Scot M. Ludwig

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

F I L E D
A.M. 12:00 P.M.

DEC 24 2014

**CANYON COUNTY CLERK
K KILLEEN, DEPUTY**

Attorney for Defendant

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)
)
Plaintiff,)
)
vs.)
)
RONALD L. THOMPSON,)
)
Defendant.)
)

CASE NO. CV-2013-0000198-C

**SECOND AFFIDAVIT OF
RONALD L. THOMPSON**

STATE OF IDAHO)
) ss
County of Ada)

RONALD L. THOMPSON, being first duly sworn upon oath, deposes and says:

1. I am the Defendant in this divorce proceeding and make this second affidavit based upon my own personal knowledge

2. Plaintiff did not pay the premium on the State Farm term life insurance policy that was due in September, 2013 after the Divorce had been entered. The policy lapsed on September

SECOND AFFIDAVIT OF RONALD L. THOMPSON - 1

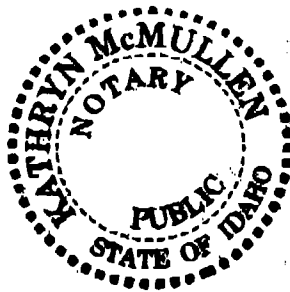
26, 2013 as a result of the non-payment of the premium.

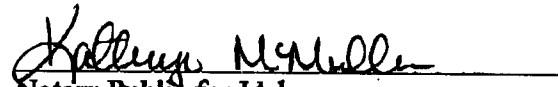
3. Attached hereto as Exhibit "1" to this second affidavit are the State Farm documents from Anita Wardwell (agent) evidencing the reason for the lapse as well as the payment history.

DATED This 23rd day of December, 2014.


RONALD L. THOMPSON

SUBSCRIBED AND SWORN TO before me this 23rd day of December, 2014.




Notary Public for Idaho
Residing at: Ada County
Comm. Expires: 1/10/2020

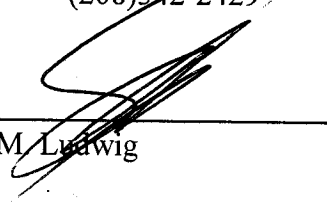
SECOND AFFIDAVIT OF RONALD L. THOMPSON - 2

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of December, 2014, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth, Suite 30
Boise, Idaho 83702

☐ U.S. Mail
☒ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)342-2429



Scot M. Ludwig

2702 Ireland Grove Rd
BLOOMINGTON IL 61709-0001

May 27, 2014

Scot m Ludwig
209 W Main St
Boise, ID 83702

State Farm Life
Insurance Company
2702 Ireland Grove Rd
BLOOMINGTON IL 61709-0001

Policy: LF-2253-9586

Insured: Ronald L Thompson
Owner: Ronald L Thompson

POLICY STATUS

Premiums: \$1,840.00 Annual
Lapse Date: September 26, 2013
Dividends: Accumulate Amount:
Last premium payment: 9/24/2012
Policy is no longer in force, it was a Term policy

State Farm Life Insurance
VALUES TEAM

Agent: Anita Wardwell Ph. 208-784-1388 or 208-784-1389

L3EM PS 12-13

EXHIBIT

1

Life Policy View

Policy record status: Lapse-Premium Paying
 Policy date: Sep 26, 2005
 ^Servicing agent: 12-1375

Principal Insured: RONALD L THOMPSON

LF-2253-9586

Description: \$300,000 Select Term-20

Address: 327 LONE STAR RD
 NAMPA, ID 83651-2505

Coverage

Customer

Billing

Values

Beneficiary

Tax Reporting ^

Policy Changes ^

Life Notices ^

Policy Functions ^

NECHO PaymentsNECHO ReproposalsNECHO Address ChangesCreate Follow-upCreate NotePayment/Bill History

^ = Not Viewable By Customer

Billing

^
 ^help or

Current Premium Information

^Premium anniversary: Sep 26, 2005

Paid to date: Sep 26, 2013Premium: \$1,840.00Mode: AnnualPayment method: Normal BillingBill date: Nov 1, 2013Bill due date: Nov 17, 2013Bill amount: \$1,840.00

Mode Options

Special monthly: \$160Annual: \$1,840Automatic Premium Loan provision: No

Payment History

^One LPO sent this policy year, currently outstanding

Date	^Type	Amount
Sep 24, 2012	Credit Card payment (138 account)	\$1,840.00
Sep 20, 2011	Credit Card payment (138 account)	\$1,840.00
Sep 24, 2010	Credit Card payment (138 account)	\$1,840.00
Sep 22, 2009	Credit Card payment (138 account)	\$1,840.00
Sep 25, 2008	Credit Card payment (138 account)	\$1,840.00
Sep 14, 2007	Credit Card payment (138 account)	\$1,840.00

FOR INTERNAL STATE FARM USE ONLY

Contains information that may not be disclosed outside State Farm without auth

Print Options

Close

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429
Attorney for Plaintiff

FILED
A.M. 4:05 P.M.

JAN 07 2015

**CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY**

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

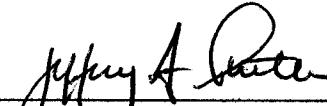
Case No. CV-2013-00198-C

RULE 56(f) MOTION

Pursuant to Rule 56(f) of the Idaho Rules of Civil Procedure, plaintiff Patricia J. Bell, formerly known as Patricia J. Thompson, requests the court to enter an order continuing argument on defendant's motion to dismiss on the grounds that plaintiff has not had an opportunity fully to develop the facts supporting the claims asserted in Counts One and Two of her Motion for Relief from Judgment filed on October 30, 2014. This motion is based upon the affidavit of Jeffrey A. Strother and supporting memorandum filed with this document and the pleadings and other materials already of record in this proceeding.

DATED this 7th day of January, 2015.

STROTHER LAW OFFICE



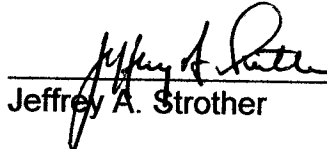
Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig
Ludwig, Shoufler, Miller, Johnson, LLP
401 W. Front Street, Suite 401
Boise, ID 83702

☐ U.S. Mail, postage prepaid
☒ Hand Delivered
☐ Overnight Mail
☐ By Facsimile at (208) 387-1999



Jeffrey A. Strother

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429
Attorney for Plaintiff

F I L E D
A.M. 4:55 P.M.

JAN 07 2015

**CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY**

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

**MEMORANDUM IN SUPPORT OF RULE
56(f) MOTION**

Although defendant has identified his pending motion as one for dismissal under Rule 12 of the Idaho Rules of Civil Procedure, he has supported that motion with an affidavit rather than rely upon the substance of the pleadings themselves. Under the circumstances, Rule 12(b) itself provides that the motion should be treated as one for summary judgment and disposed of as provided in Rule 56 of the Idaho Rules of Civil Procedure.

Rule 56(f) provides that a party opposing a motion for summary judgment may by appropriate affidavit explain why he cannot present by affidavit facts essential to justify his opposition to the pending motion for summary judgment.

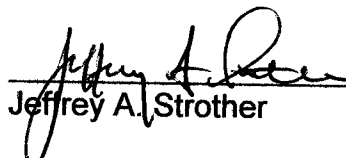
In this case, the proper disposition of the pending Motion for relief from Judgment might well require authoritative evidence establishing where State Farm Life Insurance

Company, the carrier providing the life insurance at issue, was sending its notices regarding premiums, prospective cancellation of the contract, termination of the contract and of any right of reinstatement, and to whom any such notices were actually sent. Plaintiff submits to the court that, through discovery, she will be able to establish that all such notices went to the defendant. Those facts are necessary to the proof of plaintiff's claim that defendant wilfully deprived her of the benefits of the decree of divorce entered in this action, as described in Counts One and Two of the pending motion for relief from judgment.

To enable plaintiff to establish those facts by means of admissible evidence, plaintiff requests the court to continue proceedings on the motion for dismissal for a period of 150 days.

DATED this 7th day of January, 2015.

STROTHER LAW OFFICE

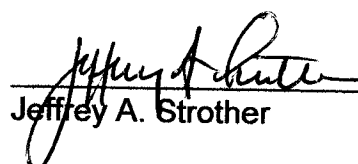

Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig
Ludwig, Shoufler, Miller, Johnson, LLP
401 W. Front Street, Suite 401
Boise, ID 83702

☐ U.S. Mail, postage prepaid
☒ Hand Delivered
☐ Overnight Mail
☐ By Facsimile at (208) 387-1999


Jeffrey A. Strother

MEMORANDUM IN SUPPORT OF RULE 56(f) MOTION - 2

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429
Attorney for Plaintiff

F I L E D
A.M. 1:05 P.M.

JAN 07 2015

**CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY**

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

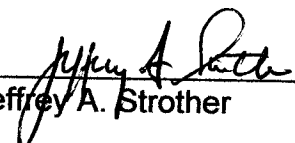
**OBJECTION TO SECOND AFFIDAVIT OF
RONALD L. THOMPSON**

Plaintiff Patricia J. Bell, formerly known as Patricia J. Thompson, objects to the Second Affidavit of Ronald L. Thompson on the grounds that Exhibit 1 to that document is inadmissible hearsay in that it purports to be a document authored by an employee of State Farm Life Insurance Company without being properly identified by an authorized representative of that company. Moreover the substance of Exhibit 1 is hearsay, inasmuch as the information set forth in the document is not verified or sworn to by an authorized representative of that company. Bell further objects to paragraph 2 of the affidavit of Ronald L. Thompson as being conclusory claims made without foundation as to how Thompson knows that information, merely repeats the substance of the inadmissible

hearsay set forth in Exhibit 1 to the affidavit, and which is inadmissible for all of the reasons set forth in this document.

DATED this 7th day of January, 2015.

STROTHER LAW OFFICE



Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig
Ludwig, Shoufler, Miller, Johnson, LLP
401 W. Front Street, Suite 401
Boise, ID 83702

☐ U.S. Mail, postage prepaid
☒ Hand Delivered
☐ Overnight Mail
☐ By Facsimile at (208) 387-1999



Jeffrey A. Strother

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429

Attorney for Plaintiff

F I L E D
A.M. 4:55 P.M.

JAN 07 2015

**CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY**

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

AFFIDAVIT OF PATRICIA J. BELL

STATE OF IDAHO)

:

County of Ada)

Plaintiff Patricia J. Bell, formerly known as Patricia J. Thompson, being first duly sworn, states:

She is the plaintiff to this action and makes the following statements from personal knowledge.

The Judgment and Decree of Divorce entered by the court on August 21, 2013, affiant assigned a life insurance policy to affiant in line 53 of the property and debt schedule attached as Exhibit A to the Judgment. At the time of the entry of the judgment and decree of divorce on August 21, 2013, affiant was not the owner of life insurance policy

AFFIDAVIT OF PATRICIA J. BELL - 1

in question. That policy was instead owned by defendant. Paragraph 24 of the Judgment required each party to execute any and all documents necessary to effectuate the terms and conditions of the decree. Affiant never received from defendant any document transferring to her the life insurance policy identified in line 53 of the property and debt schedule. At the time of the decree, she understood that, to make the assignment effective, defendant would have to execute documents and send them to State Farm Life Insurance Company to effect the assignment. To affiant's knowledge, defendant Ronald L. Thompson executed no document that would have transferred the insurance policy to affiant. Moreover, he provided affiant with no notice of the necessity to pay premiums in September of 2013, or the lapse of the policy on account of the failure to pay those premiums.

Since the parties separated, once and for all, on December 30, 2012, affiant has not lived at 327 Lone Star Road, Nampa, Idaho 83651-2503. Nor has she received any mail at that address since that date. Hence, affiant would not have received any mail directed to her at that address after December 30, 2012, unless it was forwarded to her by the post office or by defendant. Affiant was unable to request the post office to forward any mail to her, except that which was addressed to her. Defendant forwarded no mail to affiant regarding the life insurance policy at issue after December 30, 2012.

Affiant did not receive any notice of any premium that might have been due in August or September of 2013. Nor did she receive any notice that the premium had not been paid on time or that policy had lapsed in 2013.

Affiant was not particularly concerned by that in 2013, because, after the entry of the stipulation to the entry of judgment on July 23, 2013, and before the entry of the decree

on August 21, 2013, affiant had made inquiry of State Farm regarding the status of the policy and had been told that the annual premium on the policy, covering the year running from 2013 to 2014, had already been paid. However, had defendant advised affiant, in August or September of 2013 of the need to pay the premium to continue the policy, she would have done so.

Affiant had no notice that the policy had lapsed until June of 2014, when she made inquiry regarding payment of the next year's premium on the policy and was told that the policy was no longer in effect.

Defendant has failed to turn over to affiant a number of items of personal property assigned to her by the terms of the Judgment. These items include, among other things, all of the items identified on lines 127, 143, 144, 166, 168, 228, 249, 274, 280, 327, 334, 425, 426, 531, 542, 589, and 689 through 692 of the property and debt schedule attached to the Judgment.

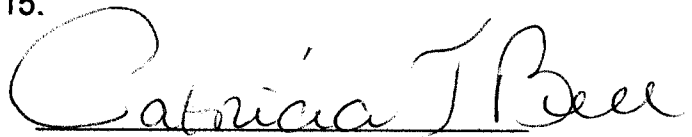
As indicated above, defendant has failed to assign to affiant any warranties described in paragraph 9 of the Judgment. Affiant is having trouble with the floors covered by those warranties, and she has not been able to obtain the repair or replacement of the floors, because she does not have the warranties.

The stipulation between the parties, as recited into the record before the court, contemplated the receipt by plaintiff of a deed of trust on the property located at 93 N. Midland Boulevard in Nampa, Idaho. This property is more formally described as Lot 8, Block 1 Morgan First Subdivision, Canyon County, Idaho, according to the plat filed in Book 6 of plats, page 19, records of Canyon County, Idaho. By oversight or clerical error, the Judgment fails to provide for that deed of trust.

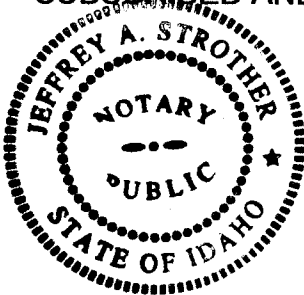
The Judgment fails to say anything about trade fixtures located at 93 Midland Boulevard in Nampa, Idaho. This is an oversight that affiant believes should be corrected by inserting a provision into the Judgment dividing these assets equitably between the parties.

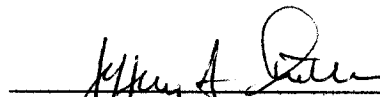
After the entry of the Judgment, affiant learned that defendant had cancelled the property insurance on affiant's residence, which had been assigned to affiant by the Judgment. Affiant asks the court to order (1) that affiant be allowed to communicate with the lender on the residence to verify (a) that her interests in the property are covered by insurance and (b) the status of the loan and of her interest in the property and (2) that defendant reimburse affiant for any expenses that she incurred by reason of the cancellation of this insurance.

DATED this 7th day of January, 2015.


Patricia J. Bell

SUBSCRIBED AND SWORN to me this 7th day of January, 2015.



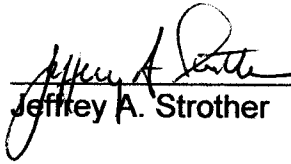

Notary Public
Residing at: Bonnie, Idaho
Comm. Expires: 11/14/18

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig
Ludwig, Shoufler, Miller, Johnson, LLP
401 W. Front Street, Suite 401
Boise, ID 83702

☐ U.S. Mail, postage prepaid
☒ Hand Delivered
☐ Overnight Mail
☐ By Facsimile at (208) 387-1999



Jeffrey A. Strother

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429

F I L E D
A.M. (8) P.M.

JAN 07 2015

**CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY**

Attorney for Plaintiff

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

AFFIDAVIT OF JEFFREY A. STROTHER

STATE OF IDAHO)
:
County of Ada)

Jeffrey A. Strother, being first sworn, states:

He is counsel of record for the plaintiff in this action and makes the following statements from personal knowledge.

Affiant requests the court to enter an order continuing these proceedings to provide plaintiff with an opportunity fully to establish the facts upon which the motion for relief from judgment is predicated.

The facts that plaintiff would wish to establish by discovery are that defendant was the owner of the life insurance policy at issue at all times during the life of the policy, that defendant executed no document necessary to transfer the policy to plaintiff, that all

AFFIDAVIT OF JEFFREY A. STROTHER - 1

notices of (1) premiums due, (2) pending termination of the insurance contract, (3) the termination of the contract, and (4) rights of reinstatement and (5) any related documents were all directed to defendant, that defendant forwarded none of those notices to plaintiff, and thus that defendant wilfully acted to deprive plaintiff of the benefits of the judgment and decree of divorce entered in this action on August 21, 2013. At the same time, plaintiff would investigate the possibility, described in paragraph 4 of the motion, that defendant actually made the required payment and then rescinded it when he had the opportunity of doing so, again with the result that he wilfully deprived plaintiff of the benefits of the decree of divorce.

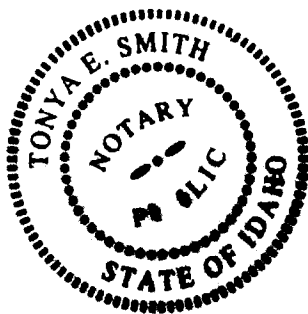
In his affidavits supporting the motion to dismiss, defendant has taken no position on any of these issues. For purposes of minimizing the expense to both parties, affiant proposes to begin his investigation with requests for admission directed to defendant and, as may be necessary, to continue with the deposition of defendant and, as may then be necessary, to continue with depositions of the insurance agent involved in the case, Anita Wardwell, who is also defendant's sister, and then, if necessary, with a deposition of a designated agent of State Farm Life Insurance Company itself. Assuming that the discovery proceeds in sequence, as opposed to all at once, in the interest of minimizing

expense to both sides, affiant believes that it could be concluded within 150 days of the entry of the court's order granting the continuance.

DATED this 7th day of January, 2015.

Jeffrey A. Strother
Jeffrey A. Strother

SUBSCRIBED AND SWORN to me this 7th day of January, 2015.



Tonya E. Smith
Notary Public
Residing at: Boise ID
Comm. Expires: 9-1-2017

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

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Ludwig, Shoufler, Miller, Johnson, LLP
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Boise, ID 83702

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Jeffrey A. Strother
Jeffrey A. Strother

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429
Attorney for Plaintiff

F I L E D
A.M. 4:55 P.M.

JAN 07 2015

**CANYON COUNTY CLERK
T. CRAWFORD, DEPUTY**

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

**MEMORANDUM IN OPPOSITION TO
MOTION FOR DISMISSAL**

Given the substance of the memorandum supporting defendant's motion to dismiss, plaintiff Patricia J. Bell, formerly known as Patricia J. Thompson, wishes to make clear, at the outset of this memorandum, what her Motion for Relief from Judgment, henceforth called "the Motion" in this document, actually entails and, just as important, what it does not. The Motion does not challenge the validity of any portion of the stipulation to which the parties agreed on July 23, 2013, henceforth called "the Stipulation" in this document, or any of the terms of the Judgment and Decree of Divorce entered by this court on August 21, 2013, henceforth called "the Judgment" in this document. To the contrary, the Motion is predicated upon the assumption that each party to this lawsuit is entitled to the benefits of the Judgment. It complains about actions by the defendant which have deprived plaintiff of the benefits of the Judgment and seeks, on that basis, either specific orders enforcing

MEMORANDUM IN OPPOSITION TO MOTION FOR DISMISSAL - 1

the Judgment by its terms, or a reworking of the Judgment to compensate plaintiff for the benefits lost to plaintiff by reason of defendant's misconduct, or monetary damages to compensate her for those losses.

In Counts One and Two of the Motion, plaintiff asserts that defendant failed to comply with paragraph 24 of the Judgment, which required him to execute any and all documents necessary to effectuate the assignment to plaintiff of a life insurance policy, identified on line 53 of the property and debt schedule attached to the Judgment, that had a face value of \$300,000. Rather than do that, defendant wilfully frustrated the intent of the Judgment by failing to execute any documents assigning the life insurance policy identified on line 53 of the property and debt schedule to plaintiff, failing to forward to her any notices that premiums were due on that policy, failing to advise her when the policy would be terminated for nonpayment of premiums, failing to advise plaintiff of the actual termination of the policy, and failing to do anything that would have allowed plaintiff to reinstate the policy in a timely manner. Thus, in effect, the claim set forth in Counts One and Two of the Motion is that defendant wilfully frustrated the terms of the Judgment, thus preventing plaintiff from receiving one of the most significant financial benefits, *i.e.*, the life insurance policy, to which she was entitled under the Judgment.

Counts Three through the first Count Six of the Motion, appearing on page 5 of that document, all assert claims for property to which plaintiff was entitled pursuant to the terms of the Judgment, which defendant has failed to turn over to her. The claims in those counts is for the actual property to which plaintiff is entitled or monetary damages for the failure to deliver the property. The second Count Six of the Motion, appearing on page 6 of that document, seeks to correct a clerical error in the Judgment, by which a deed of trust

on property owned by defendant would be given as security for his performance of the terms of the Judgment. Count Seven states a claim regarding an omitted asset. Count Eight of the Motion alleges misconduct by defendant in cancelling insurance on plaintiff's residence and either reinstatement of the insurance at defendant's expense or monetary damages in favor of plaintiff by reason of that misconduct. These are all fairly common claims seeking to enforce the terms of the Judgment that defendant has not even challenged in his motion to dismiss.

As suggested above, defendant's arguments to the effect that the Motion should be dismissed for failure to state a claim appear to be limited to Counts One and Two of the Motion. Some of the arguments adduced by defendant in support of his motion may be quickly rebutted. The contention that the Judgment states the life insurance policy at issue to have no value because the property and debt schedule states that it is worth "\$0.00" is without merit, because the Judgment itself asserts, in paragraph 2, that the values indicated in the property and debt schedule are not relevant to the terms of the Judgment. Defendant is judicially estopped from changing positions by claiming that the assignment of a value to the policy in the property and debt schedule somehow precludes plaintiff from prosecuting this motion.

Res judicata is not a bar to the present action because the claim asserted in the Motion differs from that presented in the claim for divorce. The identity of the issue raised in the pending action and that determined in the earlier litigation is essential for the application of res judicata. *Rogers v. Rogers*, 42 Idaho 158, 243 P.2d 655 (1926). The "sameness" of a cause of action for purposes of the doctrine of res judicata is determined by examining the operative facts underlying the two lawsuits. *Sagewillow, Inc. v. Idaho*

Department of Water Resources, 138 Idaho 831, 70 P.3d 669 (2003). None of the facts at issue in the Motion were resolved in the divorce action. Therefore, the doctrine of res judicata does not apply, and the Judgment does not preclude the pending action. *Green v. Gough*, 96 Idaho 927, 539 P.2d 280 (1975); *Gaige v. City of Boise*, 91 Idaho 481, 425 P.2d 52 (1967).

Although defendant's motion is identified as one for dismissal, it must be treated as one for summary judgment on account of the affidavit filed in support of the motion. I.R.C.P. 12(b). Considered as a motion for summary judgment, the motion to dismiss may be granted only if it appears that the pleadings, admissions and affidavits, liberally construed in favor of the party opposing the summary judgment, show that no genuine issue as to any material fact exists. *State Tax Commission v. Western Electronics, Inc.*, 99 Idaho 226, 580 P.2d 72 (1978). When the trial court considers the evidence, it is well recognized that the facts are to be liberally construed in favor of the party opposing the motion for summary judgment, and she is to be given the benefit of all favorable inferences which might be reasonably drawn from the evidence. *McNeil v. Gisler*, 100 Idaho 693, 604 P.2d 707 (1979). Summary judgment may be granted only when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Sewell v. Neilson, Monroe, Inc.*, 109 Idaho 192, 706 P.2d 81 (Ct. App. 1985).

Hence, the court must deem all facts set forth in the affidavit of Patricia Bell filed with this document to be true. That affidavit establishes that defendant was the owner of the policy at all times relevant to this action. Parenthetically, plaintiff notes that even the documents attached to the second affidavit of Ronald L. Thompson corroborate that testimony. Page 1 of Exhibit 1 to the second affidavit identifies the owner of the insurance

policy to be defendant Ronald L. Thompson even as of May 27, 2014, the date of the letter to Scot Ludwig. Page 2 of Exhibit 1 to the second affidavit indicates the address of record for the policy to be 327 Lone Star Road, Nampa, Idaho 83651-2505. The affidavit of the plaintiff establishes the Lone Star address to have been the address of defendant since the parties finally separated in December of 2012. If deemed admissible by the court, Exhibit 1 to the second affidavit of Ronald Thompson actually supports the proposition that defendant never assigned the policy at issue to plaintiff and that he received all notices relating to the policy. Plaintiff's affidavit further establishes that defendant did not forward any of these notices to her. In fact, defendant has not denied any of these facts in his affidavits submitted to this court, which means that the facts set forth in plaintiff's affidavit are not even contested for purposes of this motion, which provides a further reason for accepting the truth of everything stated in plaintiff's affidavit.

A motion under Rule 60(b)(5) requires a showing that the judgment is prospective and that it is no longer equitable to enforce the judgment as written. *Devine v. Cluff*, 111 Idaho 476, 725 P.2d 181 (Ct. App. 1986). In this case, defendant owned the life insurance policy at issue when the decree was entered. The decree, by its terms, required him to execute the documents necessary to effect the change of ownership. This order was in the nature of an injunction. Defendant failed to do that, but instead wilfully precluded plaintiff from obtaining one of the primary financial benefits that she received from the decree of divorce. Thus, Counts One and Two of the Motion state valid claims under Rule (60(b)(5) of the Idaho Rules of Civil Procedure and should not be dismissed.

In *Rudd v. Rudd*, 105 Idaho 112, 666 P.2d 639 (1983), the trial court entered a decree of divorce on June 4, 1975. That decree ordered the sale of certain pieces of

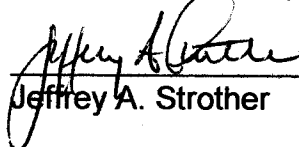
property. The sale never occurred. A motion was eventually filed asking the trial court simply to divide the property between the parties, thus modifying the terms of the original decree, on account of the failure of the sale ever to occur. On June 13, 1980, more than five years after the original decree, the court entered an amended decree pursuant to Rule 60(b)(5), because the parties could no longer comply with the terms of the original decree. While not "on all fours", *Rudd* is clearly analogous to the claim presented by Counts One and Two of the Motion and provides ample authority for allowing those counts to proceed to trial. In it simply inequitable for defendant wilfully to fail to abide by the terms of the Judgment, thereby depriving plaintiff of a significant financial benefit that she received pursuant to the Judgment, and still to retain all of the benefits to which he was entitled pursuant to that Judgment. Rule 60(b)(5) allows the court to address that obvious inequity by amending the terms of the original Judgment.

In any event, the claims for damages or modification of the Judgment are, in essence, claims based on the Judgment itself. It is within the court's inherent power to enforce its own judgment. *Feustel v. Stephenson*, 119 Idaho 698, 809 P.2d 1177 (Ct. App. 1991). Such claims are implicitly recognized by Idaho law inasmuch as Idaho Code Section 5-215 specifies a statute of limitation of six years such cases. The Motion was obviously filed within the period allowed by the statute.

For all of the reasons set forth above, the court should enter an order denying defendant's motion for dismissal or for summary judgment.

DATED this 7th day of January, 2015.

STROTHER LAW OFFICE


Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig

Ludwig, Shoufler, Miller, Johnson, LLP

401 W. Front Street, Suite 401

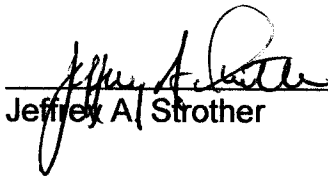
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☐ By Facsimile at (208) 387-1999



Jeffrey A. Strother

F I L 43 P
A.M. 10 P.M.
JAN 14 2015
CANYON COUNTY CLERK
T WATKINS, DEPUTY

2. In response to the third paragraph of Plaintiff's Affidavit, upon entry of the Judgment and Decree of Divorce on August 21, 2013, Plaintiff became the new owner of the insurance policy pursuant to the Decree of Divorce. I was never asked or instructed by anyone to produce any documentation of any kind at any time pertaining to this insurance policy. Plaintiff has in the past used the Decree of Divorce to accomplish policy changes with State Farm Insurance Company concerning other policies, specifically the homeowner's policy on the real property located at 2420 Hillcrest Way, without any additional documentation from me. Plaintiff assumed that there was to be other documentation generated, but there was no request so nothing was generated. Plaintiff was also in contact with her State Farm agent in Nampa and was misinformed by him that the policy had been paid in advance. I had nothing to do with this information provided to Plaintiff. The incorrect information she obtained apparently influenced Plaintiff to wait a year to check on the status of the life insurance policy, allowing it to expire.

3. In response to the fourth paragraph of Plaintiff's Affidavit, Plaintiff had a responsibility to review with or through her State Farm agent the policy information and have him prepare any documentation needed to transfer the policy to her, if any such documentation was required. It was Plaintiff's responsibility to check on the status of the policy and pay the premiums needed to keep it in force. Throughout the entire divorce process, Plaintiff was constantly pursuing a Restraining Order against me so all contact needed to be through our attorneys to provide any required documents or instructions.

4. In response to the sixth paragraph of Plaintiff's Affidavit, Plaintiff should have been concerned considering the fact she placed a great deal of value on this policy. Plaintiff stated that

after the Stipulation for entry of the Judgment and Decree of Divorce on July 23, 2013, and before the entry of the Decree on August 21, 2013, she personally contacted a representative of State Farm and inquired as to the status of the insurance policy and received information that was flawed and/or incorrect. This proves she was able to access information and have reasonable opportunity to maintain the policy status by paying the required premium to keep the policy in force without any further documentation from me. Plaintiff paid the premium in 2012 because I informed her after we separated that I no longer wanted to maintain the policy and I was not going to renew the policy. Plaintiff admits to paying it as illustrated on line 53 of the Property Debt Schedule attached to the Decree of Divorce.

5. In response to the eighth paragraph of Plaintiff's Affidavit, Plaintiff has failed to return many items to me that were listed on the PDS. She intentionally held hostage items of value to me. Plaintiff proved this when she tried to bribe me by returning a few of the items when she wanted my cooperation allowing her to withdraw her appeal to the Supreme Court. Plaintiff still has many documents of mine, vacuum attachments and hoses, marbles, Wills, Death Certificates, Birth Certificates, files from the safe and home office file cabinets, letters, pictures, etc. The items Plaintiff claims have not been returned to her are missing as we discussed when we were working on the PDS and are undeliverable or were returned. I was awarded some of the items on the PDS, Plaintiff and her friends took some of them during the "big steal" when she tried to rob me, some items were delivered to David Leroy, warranties never existed, she is in full control of her health insurance with United Health Care, or I have no control over the items. Plaintiff picked up the white filing cabinet from my attorney's office along with other items. Plaintiff and her friends removed

many items from my home when I was gone that are now unaccounted for and for that reason I cannot verify where the items are.

6. In response to the ninth paragraph of Plaintiff's Affidavit, as stated many times previously, there was never a warranty issued to me or received by me from the flooring company. Plaintiff conducted all negotiations with the flooring company, I simply had a charge account that I allowed her to use and I hauled the material from the store.

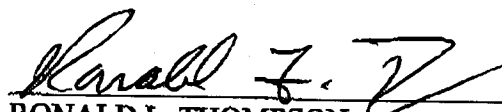
7. In response to the tenth paragraph of Plaintiff's Affidavit, this real property was awarded to me in the Decree of Divorce, specifically line 5 of the PDS.

8. In response to the eleventh paragraph of Plaintiff's Affidavit, it is my understanding that trade fixtures are described in real estate law and should be easy to determine what qualifies as such. Plaintiff is a real estate agent and broker and should be aware of this information. Plaintiff failed to sell the items listed in paragraph 11 of the Decree of Divorce and distribute one-half ($\frac{1}{2}$) of the sale proceeds to me. The Court ordered her to comply and she has failed to do so following the August 21, 2013 ruling and Plaintiff continues to use these items for her own gain in the businesses she operates at the property located at 93 Midland Boulevard, Nampa, Idaho.

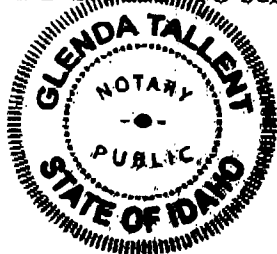
9. In response to the twelfth paragraph of Plaintiff's Affidavit, Plaintiff called State Farm and forced them, by providing a copy of the Decree of Divorce, to change the status of the insurance on 2420 Hillcrest Way from rental insurance to homeowner's insurance into her name only, without any documentation from me. This is how I know Plaintiff could have handled the life insurance policy in this same manner. Changing the insurance from rental insurance to homeowner's insurance forced me to cancel the rental policy that had been in force as it is not possible to have both types

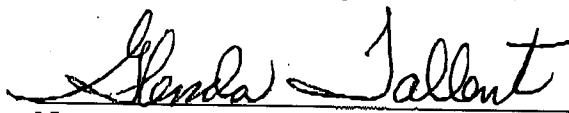
of insurance in place on the same property. There is no reason for Plaintiff to become involved in communicating with the lender as the payments are made in full and on time. Plaintiff and her attorney have been provided with statements to this effect in the past. Plaintiff improperly removed me from receiving monthly statements from the lender and had the statements sent to her address only by utilizing the Decree of Divorce. I am required to make the monthly payment because the loan is in my name only. I had to involve my attorney as to start receiving the statements again so the payments could be made on time. Plaintiff also removed me from the homeowner's insurance policy as an additional insured. I have to be on the policy as an additional insured since the loan is in my name only and the lender requires a policy to be in place to protect their interests. When Plaintiff removed me from the existing homeowner's insurance policy, the lender sent a letter stating that they were going to put another policy in place and add the additional charges to the payment which would have forced Plaintiff to pay for an additional policy or cause me to be placed back as an additional insured on the existing policy, which is ultimately what happened. Any additional expenses incurred were caused by the actions of Plaintiff.

DATED This 14 day of January, 2015.


RONALD L. THOMPSON

SUBSCRIBED AND SWORN TO before me this 14 day of January, 2015.




Notary Public for Idaho
Residing at: Calhoun, Id
Comm. Expires: 07-10-2019.

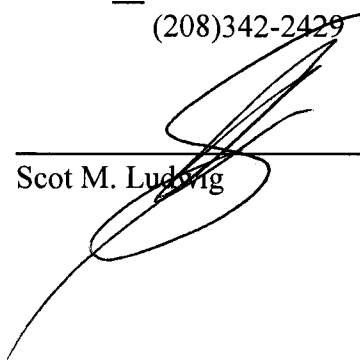
AFFIDAVIT OF RONALD L. THOMPSON IN RESPONSE TO
THE AFFIDAVIT OF PATRICIA J. BELL - 5

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of January, 2015, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth, Suite 30
Boise, Idaho 83702

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☒ Hand Delivery
☐ Overnight Courier
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Scot M. Ludwig

AFFIDAVIT OF RONALD L. THOMPSON IN RESPONSE TO
THE AFFIDAVIT OF PATRICIA J. BELL - 6

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLEL ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
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Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

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A.M. P.M.
JAN 14 2015
CANYON COUNTY CLERK
T WATKINS, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

CASE NO. CV-2013-0000198-C

**RESPONSE TO OBJECTION
TO SECOND AFFIDAVIT OF
RONALD THOMPSON**

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorney of record, Scot M. Ludwig of Ludwig Shoufler Miller Johnson, LLP, and hereby responds to Plaintiff's Objection to the Second Affidavit of Ronald Thompson as follows.

Patricia objects to Ronald stating in paragraph 2 of his Second Affidavit that Patricia did not pay the premium and that the premium lapsed on September 26, 2013. First, Patricia does not allege that she paid the premium related to the term life insurance policy. In her Motion for Relief from

RESPONSE TO OBJECTION TO SECOND AFFIDAVIT
OF RONALD THOMPSON - 1

Judgment she alleges that the policy lapsed for failure to pay the premium and she alleges that based on the policy lapsing on September 23, 2013, she should be entitled to relief from this Court. (Motion for Relief from Judgment, ¶ 5-7). Ronald is simply confirming what Patricia alleged that the policy lapsed for failure to pay the premium on September 23, 2013. These facts are not in dispute and the Objection should be overruled.

Exhibit 1 to Ronald's Second Affidavit is correspondence to Ronald from State Farm that confirms what is undisputed, that the policy lapsed on September 26, 2013, for failure to pay the premium payment.

Patricia's hearsay objection is misplaced as this is a post-Judgment modification proceeding. Idaho's Rules of Family Law Procedure 102(B)(3) allow the Court to consider records of regularly conducted activity without the testimony of a custodian if the record appears to be complete and accurate, is relevant and reliable, and is timely disclosed. As noted, this record from State Farm confirms what has been alleged by Patricia and confirmed by Ronald, the policy lapsed for non payment of the premium on September 23, 2013. Patricia's hearsay objection should be overruled.

DATED this 24th day of January, 2015.

LUDWIG ♦ SHOUELLER ♦ MILLER ♦ JOHNSON, LLP

By _____

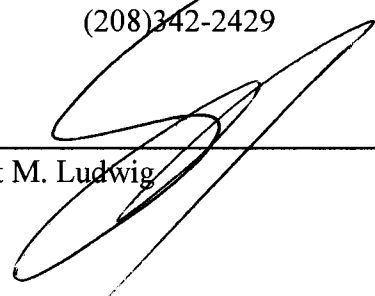
Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

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Scot M. Ludwig

SCOT M. LUDWIG
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Attorney for Defendant

F I L 438 D
A.M. P.M.
JAN 14 2015
CANYON COUNTY CLERK
T WATKINS, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	DEFENDANT'S REPLY TO
	)	PLAINTIFF'S MEMORANDUM
RONALD L. THOMPSON,	)	IN OPPOSITION TO
	)	MOTION TO DISMISS
Defendant.)	
)	

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorneys of record, Scot M. Ludwig and Daniel A. Miller of Ludwig Shoufler Miller Johnson, LLP, and hereby replies to Plaintiff's Memorandum in Opposition to Motion to Dismiss.

Ronald's term life insurance policy at the time of the entry of the Judgment and Decree of Divorce had no value. Line 53 of Exhibit A to the Judgment and Decree of Divorce notes the term life insurance policy had no value. Our appellate courts have stated that a term life insurance policy

DEFENDANT'S REPLY TO PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO RULE 12(b) MOTION TO DISMISS - 1

has no cash value, no surrender value and it does not earn interest. *Banner Life Ins. Co. v. Mark Wallace Dixon Irrevocable Trust*, 147 Idaho 117, 124-125, 206 P.3d 481, 488-489 (2009). If the insured does not die during the period of coverage the policy loses all of its value. *Id.* The court in *Banner* noted that a term life insurance policy is a series of unilateral contracts, each beginning with the payment of a premium for a specified period and terminating at the expiration of that period. *Id.* Patricia's allegation that she was prevented from "receiving one of the most significant financial benefits, i.e., the life insurance policy, to which she was entitled under the Judgment", (Memorandum in Opposition to Motion for Dismissal, p. 2), is as a matter of law false and without foundation. The term policy had no value during the divorce because Ronald is still living.

Patricia owned, controlled and was required to keep in effect at her sole expense the term life insurance policy as of the date of the Judgment and Decree of Divorce which was entered on August 21, 2013. (Judgment and Decree of Divorce, ¶ 12). Patricia does not claim that she made any payment toward the premium. Patricia claims that someone from State Farm told her the policy was in effect until August of 2014. (Motion for Relief from Judgment and for Modification of Judgment, ¶ 4). How is that Ronald's problem or issue? The obvious answer is that it is not. Patricia does not make mention of any action on her part to make sure the premium was current after she became the owner. Ronald is not the cause of the lapse in the payment of the policy. Patricia is looking to blame someone other than herself when it is clearly her own neglect that caused the lapse in the policy. The claim that Ronald allowed the insurance policy to lapse with providing Patricia with any notice when the premiums were due is false. Ronald did not allow the policy to lapse, Patricia is the one who allowed the policy to lapse.

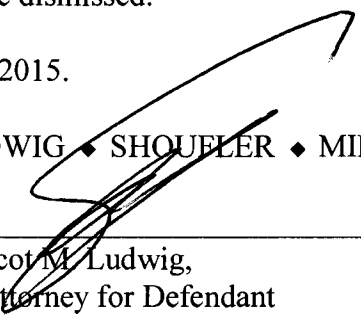
DEFENDANT'S REPLY TO PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO RULE 12(b) MOTION TO DISMISS - 2

Patricia's second Count Six seeks to modify the parties' Judgment and Decree of Divorce by requiring Ronald to give Patricia a deed of trust on the property located at 93 N. Midland Boulevard in Nampa. Again, once a decree becomes final the property settlement portions of the decree are not modifiable. *Compton v. Compton*, 101 Idaho 328, 333, 612 P.2d 1175, 1180 (1980). The entry of a decree that becomes final is res judicata as to all issues that were litigated and to all issues which could have been litigated. *Id.* Patricia is trying to do more than correct a clerical error, she is attempting to modify the terms of the final Judgment and Decree of Divorce by requiring Ronald to do something (execute a deed of trust in favor of Patricia) that is not required by the Judgment and Decree of Divorce.

Patricia's Motion for Relief should be dismissed as the loss of a term policy that had no value and was caused by Patricia's own neglect is not a reason to modify a final Judgment and Decree of Divorce. This Court does not have the authority to modify the terms of a final Judgment and Decree of Divorce and Patricia's Motion should be dismissed.

DATED this 24th day of January, 2015.

LUDWIG ♦ SHOUELER ♦ MILLER ♦ JOHNSON, LLP

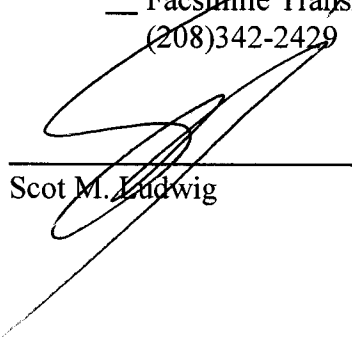
By 
Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

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Scot M. Ludwig

DEFENDANT'S REPLY TO PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO RULE 12(b) MOTION TO DISMISS - 4

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ISB 3506

Attorney for Defendant

F I L 458 D
A.M. P.M.
JAN 14 2015
CANYON COUNTY CLERK
T WATKINS, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	DEFENDANT'S REPLY TO
	)	PLAINTIFF'S RULE 56(f) MOTION
RONALD L. THOMPSON,)	
)	
Defendant.)	
_____)	

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorneys of record, Scot M. Ludwig and Daniel A. Miller of Ludwig Shoufler Miller Johnson, LLP, and hereby objects to Plaintiff's Rule 56(f) Motion.

Idaho Rule of Civil Procedure 56(f) states that should it appear from the affidavits of a party opposing the motion that the party cannot for reasons stated present by affidavit facts essential to justify the party's opposition, the court may refuse application for judgment or may order a

DEFENDANT'S REPLY TO PLAINTIFF'S RULE 56(f) MOTION - 1

continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such other order as is just.

There is nothing to discover in this case. Patricia is attempting to modify the property debt provisions of a final Judgment and Decree of Divorce. As noted previously, once a decree becomes final the property settlement portions of the decree are not modifiable. *Compton v. Compton*, 101 Idaho 328, 333, 612 P.2d 1175, 1180 (1980). The entry of a decree that becomes final is res judicata as to all issues that were litigated and to all issues which could have been litigated. *Id.*

The primary justification Patricia gives for modifying the terms of the Judgment is that the term life insurance policy on Ronald lapsed due to non-payment. (Motion for Relief from Judgment and for Modification of Judgment; See also, Affidavit of Jeffrey A. Strother, proposed discovery related entirely on insurance policy issue). The Judgment is clear, Patricia responsible for paying for the term life insurance policy on Ronald's life. (Judgment and Decree of Divorce, ¶ 12). The lapse of the insurance policy is for failure to pay the premium and Ronald has no responsibility related to that payment by virtue of the unambiguous language of the Judgment and Decree of Divorce. In addition, as a matter of law a term life insurance policy has no cash value, no surrender value and it does not earn interest. *Banner Life Ins. Co. v. Mark Wallace Dixon Irrevocable Trust*, 147 Idaho 117, 124-125, 206 P.3d 481, 488-489 (2009).

With respect to Patricia's claim that she needs warranties from Ronald, Ronald has stated that he does not have any warranties to give to Patricia. (Affidavit of Ronald L. Thompson in Response to the Affidavit of Patricia J. Bell, ¶ 6).

With respect to Patricia's request that the Court divide trade fixtures at 93 Midland Boulevard, Patricia does not identify any specific trade fixtures that were not included in the

Judgment and Decree of Divorce. Patricia has not identified in her pleading or her affidavit any specific omitted asset other than "trade fixture". If there is a specific item of personal property that was not divided Patricia knows what it is and additional discovery is not needed. If she does not know that a specific item was not divided she has no basis to bring the claim. In any event discovery is not needed on this point.

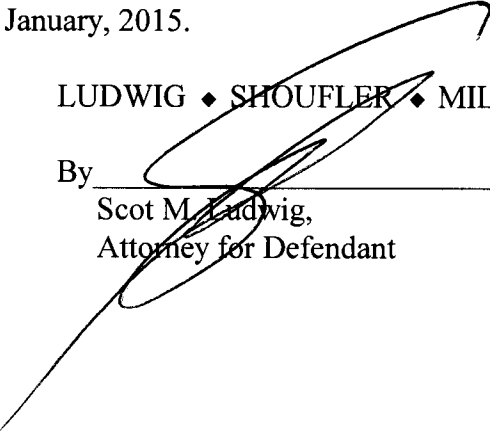
Patricia wants to conduct significant expensive discovery (written discovery, depositions) on issues related to a claim for relief that cannot be granted by this Court. This Court has no jurisdiction to modify the property and debt provisions of the parties' Judgment and Decree of Divorce.

Ronald requests that the Court deny the Motion to Continue the proceedings and dismiss the proceeding as requested by Ron in his Motion to Dismiss.

DATED this 24th day of January, 2015.

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

By

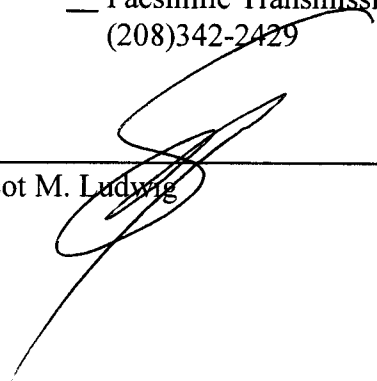

Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of January, 2015, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth Street, Suite 30
Boise, Idaho 83702

☐ U.S. Mail
☒ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)342-2429



Scot M. Ludwig

FILED
A.M. P.M.

JAN 14 2015

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429
Attorney for Plaintiff

CANYON COUNTY CLERK
M MARTINEZ, DEPUTY

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

**MEMORANDUM IN OPPOSITION TO
MOTION FOR RELIEF UNDER RULE 65(g)**

An action for divorce is an action in equity. *Rudd v. Rudd*, 105 Idaho 112, 666 P.2d (1983); *Hiltbrand v. Hiltbrand*, 68 Idaho 275, 193 P.2d 391 (1948). Thus, the court's division of property in the course of a divorce case is an exercise of the court's equitable powers. *Chavez v. Barrus*, 146 Idaho 212, 192 P.2d 1036 (2008); *Phillips v. Phillips*, 93 Idaho 384, 462 P.2d 49 (1969).

The context of the pending Rule 65(g) Motion Requesting Order Removing Plaintiff From Defendant's Property is that it was filed in response to plaintiff's motion alleging that defendant had wilfully frustrated the division of property ordered in the Judgment and Decree of Divorce entered on August 21, 2013, henceforth called "the Judgment" in this document, and had failed to comply with other terms of the Judgment. That motion requested orders requiring defendant to deliver enumerated items of property to the plaintiff

MEMORANDUM IN OPPOSITION TO MOTION FOR RELIEF UNDER RULE 65(g) - 1

and a reallocation of assets or entry of judgment for monetary damages on account of defendant's alleged misconduct. Defendant's response to this motion was twofold: first, he filed a motion to dismiss parts of plaintiff's motion to which plaintiff has already replied; and second, he filed the Rule 65(g) motion which is the subject of this memorandum.

The Rule 65(g) motion is similar to plaintiff's motion for relief from judgment in that it seeks to compel compliance with a prior provision of the Judgment. It differs from plaintiff's motion only in that it addresses an alleged violation of the Judgment by plaintiff, whereas plaintiff's motion asserts a number of violations of the Judgment by defendant.

In short, there are a number of issues between the parties, and plaintiff's Rule 65(g) motion addresses only one of them. All of these issues invoke the equitable powers of the court that provide the court's jurisdiction for entering any decree of divorce or dividing community property in any divorce action. Thus, as in all other actions for divorce, the resolution of the pending motions involves an exercise of that equitable jurisdiction. Resolving an issue in equity requires a balancing of equities between the parties. The court's imposition of such a remedy is a matter left to its discretion. *Justad v. Ward*, 147 Idaho 509, 2011 P.3d 118 (2009).

Viewed in this context, the issue is whether defendant should be entitled to an immediate order resolving one equitable issue in his favor when there are many such issues pending before the court, the court's perception of which may affect its view of the general equities between the parties. Typically, a court in equity ought to do justice completely and not by halves. To such end, it should dispose of the entire controversy where it has jurisdiction over the cause for any purpose. *Arizona Lead Mines v. Sullivan Mining Co*, 3 FRD 135 (D. Idaho 1943). Stated in other terms, once the court's equitable

MEMORANDUM IN OPPOSITION TO MOTION FOR RELIEF UNDER RULE 65(g) - 2

jurisdiction has been invoked, it retains that jurisdiction for settlement of all controversies between the parties with respect thereto and will grant all proper relief. *Boesiger v. Freer*, 85 Idaho 551, 381 P.2d 802 (1963). By filing the pending Rule 65(g) motion, defendant is merely asking the court to do justice piecemeal, when the proper course is to decide all of the issues at once so that all the equities of the parties can be fully considered at once.

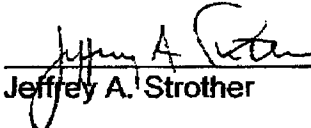
Moreover, one who seeks equity must do equity. *Shipman v. Kloppenburg*, 72 Idaho 321, 240 P.2d 1151 (1952). *Williams v. City of Emmett*, 51 Idaho 500, 6 p.2d 475 (1931). Thus, those seeking specific performance in equity of a contract are themselves required to do equity. *Haener v. Albro*, 73 Idaho 250, 249 P.2d 919 (1952). Similarly, one seeking specific enforcement of a judgment must himself do equity.

Moreover, the "clean hands doctrine" stands for the proposition that a litigant may be denied relief by a court of equity on the ground that his conduct has been inequitable, unfair and dishonest. *Ada County Highway District v. Total Success Investments, LLC*, 145 Idaho 360, 179 P.3d 323 (2008). In this case, where it is alleged that defendant wilfully frustrate portions of the court's judgment and has failed to honor other provisions of the judgment, it would be contrary to the doctrine of clean hands to allow him to obtain an order granting relief that he wants before the court can adjudicate the controversy in its entirety.

For all of these reasons, defendant's Rule 65(g) motion should be denied.

DATED this 14th day of January, 2015.

STROTHER LAW OFFICE



Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig

Ludwig, Shoufler, Miller, Johnson, LLP

401 W. Front Street, Suite 401

Boise, ID 83702

☐ U.S. Mail, postage prepaid

☐ Hand Delivered

☐ Overnight Mail

☒ By Facsimile at (208) 387-1999



Jeffrey A. Strother

JAN 14 2015

CANYON COUNTY CLERK
M MARTINEZ, DEPUTY

Jeffrey A. Strother, ISB No. 2014
 STROTHER LAW OFFICE
 200 N. Fourth Street, Suite 30
 Boise, Idaho 83702
 Telephone: (208) 342-2425
 Facsimile: (208) 342-2429

Attorney for Plaintiff

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

SECOND AFFIDAVIT OF PATRICIA J. BELL

STATE OF IDAHO)

County of Ada)

Plaintiff Patricia J. Bell, formerly known as Patricia J. Thompson, being first duly sworn, states:

She is the plaintiff to this action and makes the following statements from personal knowledge.

Paragraph 18 of the Judgment and Decree of Divorce entered by the court on August 21, 2013, henceforth called "the Judgment" in this document, did in fact assign the property located at 93 North Midland Boulevard in Nampa to defendant and requires affiant to vacate that property within 90 days of the entry of the Judgment. However, the

SECOND AFFIDAVIT OF PATRICIA J. BELL - 1

Judgment also assigned, in line 53 of the Property and Debt Schedule that is attached to that document, henceforth called "the PDS" in this document, a \$300,000 life insurance policy to plaintiff, an assignment which defendant has frustrated by means of the conduct outlined in affiant's first affidavit, filed with the court on January 7, 2015. In addition, defendant has failed to provide affiant with the deed of trust contemplated by paragraph 15 of the Judgment and has failed to turn over to affiant a number of items of personal property assigned to her by the terms of the Judgment. These items include, among other things, all of the items identified on lines 127, 143, 144, 166, 168, 228, 249, 274, 280, 327, 334, 425, 426, 531, 542, 589, and 689 through 692 of the PDS.

The property located at 93 North Midland Boulevard is the location of affiant's two businesses, known as "The Executive's Spa" and "Patty Bell & Co., Realtors". Affiant has maintained and insured the property since the entry of the Judgment. It would work a significant hardship upon affiant and the technicians working at the spa if affiant were required to vacate this property before the pending motion is resolved, including the possible reallocation of assets and entry of judgment incident to the resolution of that motion. Moreover, affiant does not see why defendant should be allowed to flout the court's orders to affiant's detriment while requiring affiant to abide by those same orders when it works to defendant's benefit to enforce them.

Defendant has known of affiant's occupancy of the property at 93 North Midland Boulevard since the entry of judgment since affiant and defendant have seen each other on those premises from time to time since the entry of the Judgment and affiant's business names have been on the premises since that time.

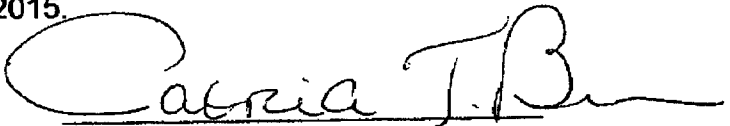
If the court deems it to be just that affiant be allowed to remain on the property at

SECOND AFFIDAVIT OF PATRICIA J. BELL - 2

93 North Midland Boulevard during the pendency of the pending motion only if she pays rent to defendant, affiant submits that the fair rental value of the property is not more than \$600 per month. Prior to the entry of the Judgment, the parties attempted to rent the property for \$800 per month, and even vacated the premises to improve its marketability, but failed to secure a renter at that price. After the attempt to rent the property failed, the parties agreed that affiant would move her real estate business back onto the property and open the spa.

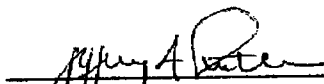
If the court deems it to be just to require affiant to vacate the property in any event, she requests that she be allowed 60 days for that purpose so as to allow the technicians at the spa time to relocate their individual businesses.

DATED this 14th day of January, 2015.


Patricia J. Bell

SUBSCRIBED AND SWORN to me this 14th day of January, 2015.




Notary Public
Residing at: Bonanza, Idaho
Comm. Expires: 11/19/18

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of January, 2015, caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig

Ludwig, Shoufler, Miller, Johnson, LLP

401 W. Front Street, Suite 401

Boise, ID 83702

☐ U.S. Mail, postage prepaid

☐ Hand Delivered

☐ Overnight Mail

☒ By Facsimile at (208) 387-1999


Jeffrey A. Strother

SEP 28 2015

CANYON COUNTY CLERK
DEPUTY
W. Butler

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff,	)	CASE NO. CV-2013-0000198-C
)	
vs.	)	SATISFACTION OF JUDGMENT
)	
RONALD L. THOMPSON,)	
)	
Defendant.)	
)	

COMES NOW the Defendant, RONALD L. THOMPSON, by and through his attorney of record Scot M. Ludwig, of Ludwig Shoufler Miller Johnson, LLP, Boise, Idaho, and acknowledges full satisfaction of the Judgment entered in the above entitled action on August 13, 2015, in favor of Defendant, RONALD L. THOMPSON herein, recorded as Instrument No. 2015-032873, records of Canyon County, Idaho, and hereby authorizes and directs the Clerk of said Court to enter satisfaction of record of said Judgment.

DATED this 23rd day of September, 2015.

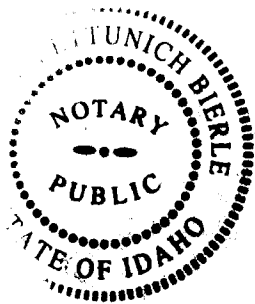
LUDWIG ♦ SHOUELER ♦ MILLER ♦ JOHNSON, LLP

By _____
Scot M. Ludwig,
Attorneys for Defendant

STATE OF IDAHO)
) ss
County of Ada)

On this 24 day of September, 2015, the undersigned, personally appeared SCOT M. LUDWIG, known or identified to me to be the person whose name is subscribed to the within instrument as the Attorney for Defendant, RONALD L. THOMPSON, and acknowledged to me that he executed the same on behalf of Defendant herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year first above written.



[Signature]
Notary Public for Idaho

Residing at: Meredith DL

Comm. Expires: 11/9/17

F I L E D
A.M. 11:14 P.M.

DEC 23 2015

**CANYON COUNTY CLERK
T. PETERSON, DEPUTY**

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

CASE NO. CV-2013-0000198-C

OBJECTION TO JUDGMENT

COMES NOW The Defendant, RONALD L. THOMPSON, by and through his attorney of record Scot M. Ludwig of the firm Ludwig Shoufler Miller Johnson, LLP and hereby objects to entry of the Judgment prepared by counsel for Plaintiff, PATRICIA J. THOMPSON, on the grounds and for the reasons that paragraph 10 of the Judgment does not accurately reflect the Stipulation placed on the record. The following statement should be included at the end of paragraph 10: "Defendant is not aware of any Warranties that are in effect. Plaintiff shall provide Defendant with any documents evidencing any warranties currently in effect to facilitate his attempted transfer thereof."

Oral argument is requested on this Objection.

DATED this 23rd day of December, 2015.

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

By [Signature]
Scot M. Ludwig,
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of December, 2015, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
Strother Law Office
200 North Fourth Street, Suite 30
Boise, Idaho 83702

☐ U.S. Mail
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☐ Overnight Courier
☒ Facsimile Transmission
(208)342-2429

[Signature]
Scot M. Ludwig

FILED
A.M. 2:29 P.M.

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429

JAN 21 2016

CANYON COUNTY CLERK
P SALAS, DEPUTY

Attorney for Plaintiff

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

JUDGMENT

Judgment is entered as follows:

1. All pending claims for contempt of court, whether civil or criminal, filed by defendant against plaintiff are dismissed with prejudice.
2. All claims asserted in plaintiff's motion for relief from judgment that have not previously been dismissed are dismissed with prejudice.
3. All claims asserted by defendant against plaintiff in his motion for monetary damages, as amended, are dismissed with prejudice.
4. Plaintiff shall retain the right to appeal the order entered on January 30, 2015, dismissing Counts One and Two of her Motion for Relief from Judgment and for Modification of Judgment filed on October 30, 2014. No other order entered in the course

JUDGMENT - 1

of this action may be appealed by either party.

5. Plaintiff is ordered, if she not already done so, to release the notices of lis pendens recorded on August 2, 2013, as document no. 2013-036026 in the office of the Canyon County Recorder and on October 30, 2014, as document no. 2014-039523, also in the office of the Canyon County Recorder as to both the property located at 93 N. Midland Boulevard in Nampa, Idaho and as to the 1003 and 1019 Willow Apartments.

6. Upon the sale of the property at 93 Midland Boulevard in Nampa, Idaho, \$28,000.00 of the net proceeds will, if they have not already been disbursed, be paid directly to David Leroy, who shall, pursuant to his agreement in open court, retain that money in his trust account pending a resolution of a dispute regarding those fees by agreement with the plaintiff or by court order.

7. The judgment entered in this action on August 13, 2015, in favor of defendant against plaintiff in the amount of \$1,332.00 is vacated.

8. The judgment for costs and fees entered in this action on June 25, 2014, in favor of defendant against plaintiff in the amount of \$2,860.00 shall remain in full force and effect.

9. If she has not already done so, plaintiff is ordered to dismiss with prejudice her motion to set aside the default judgment entered on March 17, 2015, in Case No. CV 2013-11023 in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, which judgment shall remain in full force and effect. Defendant shall provide such cooperation as may reasonably be requested by plaintiff to effect this dismissal. All claims by, or rights of, defendant against plaintiff for additional rent on the premises at 93 Midland Boulevard in Nampa, Idaho are waived.

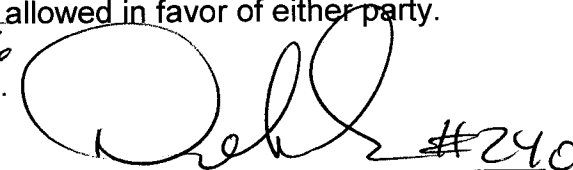
JUDGMENT - 2

10. If he has not already done so, defendant shall assign to plaintiff, within one week of the entry of this judgment, all warranties, if any, whether from the retailer or the manufacturer, obtained or received by defendant from R. C. Willey and Lumber Liquidators incident to the purchase of furniture and flooring now owned by, and in the possession of, plaintiff. This transfer shall not be deemed a warranty by defendant that the retailer or manufacturer warranties described above are transferable or that R.C. Willey or Lumber Liquidators will honor the assignments. Defendant shall execute any other documents that may reasonably be required by plaintiff to make use of those warranties, if any.

11. If they have not already done so, the parties shall, within one week of the entry of this judgment, enter into a mutual release of all claims arising on or before September 11, 2015, retaining against each other only those rights specified in this judgment, including plaintiff's right to continue the prosecution of Counts One and Two of her motion filed on October 30, 2014, by means of the appeal described in paragraph 4 of this document and by any subsequent proceedings allowed upon the resolution of that appeal.

12. No costs or attorney fees shall be allowed in favor of either party.

DATED this 20 day of December, 2015.

 #240
Debra A. Orr,
Magistrate Judge

Jeffrey A. Strother, ISB# 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 42-2425
Facsimile: (208) 342-2429

F I L E D
A.M. *12:40* P.M.

FEB 26 2016

CANYON COUNTY CLERK
T. PETERSON, DEPUTY

Attorney for Plaintiff

**IN THE DISTRICT COURT FOR THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

Case No. CV-2013-00198-C

NOTICE OF APPEAL

Plaintiff Patricia J. Thompson now appeals the Judgment entered by this court on January 21, 2016. Pursuant to Rule 83(f) of the Idaho Rules of Civil Procedure, she now provides the following information:

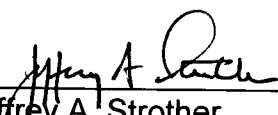
1. This appeal is taken from the District Court for the Third Judicial District of the State of Idaho, in and for the County of Canyon, Magistrate Division;
2. The appeal is taken to the District Court for the Third Judicial District of the State of Idaho, in and for the County of Canyon, District Judge Division;
3. The appeal is taken from the Judgment entered on January 21, 2016;
4. The appeal is taken on matters of law;
5. The oral argument at the relevant hearing was recorded, and the recording is in the possession of the Canyon County Clerk of Court; and

NOTICE OF APPEAL - 1

6. The issue that Bell wishes to raise on appeal is whether the trial judge erred in dismissing Counts One and Two of plaintiff's Motion for Relief From Judgment and for Modification of Judgment filed on October 30, 2014. See paragraph 2(a) of the Court's Order of January 30, 2015, and paragraph 4 of the Judgment entered on January 21, 2016.

DATED this 23rd day of February, 2016.

STROTHER LAW OFFICE



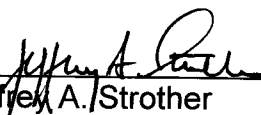
Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of February, 2016, I caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig
Ludwig, Shoufler, Miller Johnson, LLP
401 W. Front Street, Suite 401
Boise, ID 83702

☐ U.S. Mail, postage prepaid
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☐ Overnight Mail
☒ By Facsimile at (208) 387-1999



Jeffrey A. Strother

FILED
A.M. 2:50 P.M.

MAR 31 2016

CANYON COUNTY CLERK
P SALAS, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff-Appellant,

v.

RONALD L. THOMPSON

Defendant-Respondent.

Case No. CV-13-198

APPELLATE ORDER AND
BRIEFING SCHEDULE

A notice of appeal has been filed from a judgment or order of the magistrate below indicating that transcripts are not required because the appeal can be heard as the following question of law alone:

Whether the trial judge erred in dismissing Counts One and Two of plaintiff's Motion for Relief from Judgment and for Modification of Judgment filed on October 30, 2014

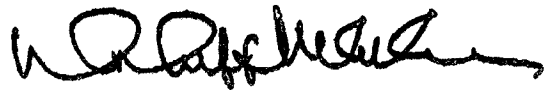
IT IS THEREFOR ORDERED:

- 1) the appellant's brief shall be filed and served on or before May 11, 2016;
- 2) That respondent's brief shall be filed and served within 28 days after service of appellant's brief.

3) That appellant's reply brief, if any, shall be filed and served within 21 days after service of respondent's brief.

Either party may request oral argument after all briefs are filed. If neither party requests oral argument within 14 days of the date the reply brief is filed or due, the Court may deem oral argument waived and deem the case to be submitted for decision on the briefs.

DATED this 31 day of March, 2016.



D. Duff McKee
Senior District Judge

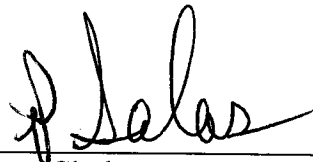
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order was forwarded to the following persons on this 31 day of March, 2016:

Jeffrey A. Strother
200 N. Fourth Street, Ste. 30
Boise, ID 83702

Scot M. Ludwig
401 West Front Street, Ste. 401
Boise, ID 83702

Kathy Waldemer
Appeals Clerk
Canyon County Courthouse



Deputy Clerk

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

FILED
A.M. **5:00** P.M.

PATRICIA J. THOMPSON,

Petitioner/Appellant,

vs.

Case No: CV-2013-198

JUN 02 2016

CANYON COUNTY CLERK
T. PETERSON, DEPUTY

RONALD L. THOMPSON,

Respondent/Respondent.

RESPONDENT'S REPLY BRIEF

Appeal from the Magistrate Division of the Third Judicial District
of The State of Idaho, in and for the County of Canyon.

Honorable Debra A. Orr, Magistrate Judge

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APPELLANT'S REPLY BRIEF - 1

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STATEMENT OF CASE

a. Nature of Case

This case involves the failure of Plaintiff (Patricia) to manage her own asset, and her attempt in Counts One and Two of her Motion to Enforce the terms of the Judgment and Decree of Divorce (Motion) to make Defendant (Ronald) responsible for her neglect. The Magistrate Court dismissed Counts One and Two of Patricia's Motion for failure to state a claim upon which relief could be granted.

b. Facts

On August 21, 2013, the Judgment and Decree of Divorce (Judgment) was entered by the Magistrate Court. Paragraph 12 of the Judgment states: "Plaintiff shall **own, control** and as beneficiary be entitled to continue in effect, **at her sole expense**, the current Term Life Policy on Defendant. (Judgment, ¶ 12, emphasis added). The life insurance policy referred to in paragraph 12 of the Judgment was listed as item 53 in the Property and Debt schedule. (Property and Debt Schedule, Item 53).

On October 30, 2014, Patricia filed her Motion. In her Motion, Patricia sought a reallocation of the parties' assets and she requested an award of monetary damages. (Motion for Relief, p. 7, requests for relief).

Count One of Patricia's Motion dealt with a term life insurance policy that had been awarded to Patricia and that insured Ronald's life in the amount of \$300,000.00, and was listed as item 53 of the parties' Property and Debt schedule. (Motion for Relief, Count One, ¶ 2). Patricia went on to allege that Ronald had allowed the insurance policy to lapse for lack of premium payment on September 26, 2013 and that Ronald did not provide Patricia with any notice that the premiums were

due (Motion for Relief, Count One, ¶ 7). Count Two of Patricia's Motion for Relief requested an award of monetary damages in the amount of \$300,000.00 for the lapse of the term life insurance policy. (Motion for Relief, Count Two, ¶¶ 9 - 10).

On December 12, 2014, Ronald filed his Reply to the Motion. Included in Ronald's defenses were the claims that Patricia's Motion failed to state a claim for which relief could be granted, and that the Magistrate Court did not have subject matter jurisdiction to grant the relief requested.

On December 12, 2014, Ronald filed a Rule 12(b) Motion to Dismiss. Ronald argued that Patricia's Motion was really an attempt to modify the property and debt provisions of the Judgment, and pursuant to the principals of Res Judicata the Magistrate Court had no authority to grant Patricia the relief she was requesting. (Memorandum in Support of Motion to Dismiss filed December 12, 2014). Ronald also argued that the Magistrate Court could not award Patricia the monetary damage award she was seeking because a term life insurance policy had no value as a matter of law. (Id.). Ronald also argued that Patricia as sole owner of the life insurance policy was obligated to see that the policy did not lapse for failure to pay the premium, and therefore as a matter of law her claim must fail. (Id.).

On January 21, 2015, the Magistrate Court granted Ronald's Motion to Dismiss.

ADDITIONAL ISSUES ON APPEAL

Based on the allegations of Patricia's Motion for Relief, was the Magistrate correct in finding that Counts One and Two of the Motion failed to state a claim upon which relief could be granted?

ATTORNEY FEES ON APPEAL

Should Ronald be awarded his attorney fees and costs on appeal pursuant to Idaho Code §12-121, as this appeal has been brought without foundation and is frivolous?

APPELLANT'S REPLY BRIEF - 5

ARGUMENT

When reviewing an order dismissing a cause of action pursuant to Idaho Rule of Civil Procedure 12(b)(6) for failure to state a claim upon which relief can be granted, the non-moving party is entitled to have all inferences from the record viewed in its favor. *Yoakum v. Hartford Fire Ins. Co.*, 129 Idaho 171, 175, 923 P.2d 416, 420 (1996). After drawing all inferences in the non-moving party's favor, the court must then ask whether a claim for relief has been stated. (Id.)

Patricia's claims in Counts One and Two of her Motion are based upon Ronald's failure to pay the premium for the term life insurance policy upon his life after entry of the Judgment, and his failure to tell Patricia that he was not paying the premium, or did not pay the premium after entry of the Judgment.

The Judgment was specific in its award of the term life insurance policy to Patricia on August 21, 2013, as it stated: "Plaintiff shall **own, control** and as beneficiary be entitled to continue in effect, **at her sole expense**, the current Term Life Policy on Defendant. (Judgment, ¶ 12, emphasis added). The Judgment did not impose upon Ronald any duty toward Patricia with respect to this policy. As of August 21, 2013, Patricia had the right to control the policy, and she alone had the duty to keep the premium paid on this policy. Ronald had no responsibility with respect to this policy as of the date the Judgment was entered. He was not required to make any policy premium payments, and he was not required to give Patricia any notice related to the policy. Since Ronald did not have any duty with respect to the policy at the time of the alleged lapse in premium payment (September 26, 2013), Patricia's claims must fail as a matter of law.

Patricia states that she never received any documents from Ronald transferring the life insurance policy to her. She cites paragraph 24 of the Judgment as supporting her argument that

Ronald should have executed an assignment of the policy to her, and then send the assignment to the insurance company. Paragraph 24 of the Judgment states: "Each party shall execute any and all documents necessary to effectuate the terms and conditions set forth herein." Nothing in this language places the burden on Ronald to obtain the transfer of documents related to the policy. As of August 21, 2013, Patricia had control of the policy by way of the Judgment, and she alone was responsible for the payment of the premium. If Patricia needed Ronald to sign an assignment as she alleges, then she had the duty to get the documents to Ronald for execution. Also, Patricia does not allege, nor is there any evidence in the record, that she was unable to contact the insurance company to determine the status of the policy, nor is there any evidence in the record that she could not have simply made the premium payment on the policy while the alleged assignment document was in the process of being executed. Again, this policy was Patricia's as of the date of the Judgment, and it was her responsibility to check on the policy status, and make the payment on the premium for the policy.

Patricia's claimed relief is beyond the jurisdiction of the Magistrate Court in the divorce case. Patricia sought revocation of the stipulation leading to the entry of the Judgment. (Judgment, ¶ 8). She also wanted the Magistrate Court to enter an award of \$300,000.00 in monetary damages. (Judgment, ¶ 10).

Patricia filed a timely appeal of the Judgment. On May 7, 2014, the District Court affirmed the Magistrate Court's decision and found Patricia's appeal to have been frivolously brought and awarded fees and costs to Ronald.

Patricia filed an appeal to the Supreme Court from the District Court's decision and the Supreme Court dismissed that appeal on November 25, 2014.

Patricia then filed the Motion on October 30, 2014, using Idaho Rule of Civil Procedure 60(b) as the basis for her Motion.

Once a decree becomes final the property settlement portions of the decree are not modifiable. *Compton v. Compton*, 101 Idaho 328, 333, 612 P.2d 1175, 1180 (1980). The entry of a decree that becomes final is res judicata as to all issues that were litigated and to all issues which could have been litigated. *Id.*

The parties' Judgment is final. Patricia has exhausted her appeals. The Magistrate Court had no authority or jurisdiction to modify the property and debt portion of the Judgment.

Patricia's Motion sought relief from the Judgment pursuant to Idaho Rule of Civil Procedure 60(b)(5) and 60(b)(6). Rule 60(b)(5) may provide relief from a judgment if: "the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application." In this case the Judgment was not satisfied, released, discharged, reversed or vacated. The life insurance policy provision also did not have prospective application. The award of the term life insurance policy to Patricia was not prospective in application. She was awarded the rights to the policy upon entry of the Judgment. Our Supreme Court has noted that the division of community property in a divorce decree is not prospective in nature. *Curl v. Curl*, 115 Idaho 997, 1001, 772 P.2d 204, 208 (1989). Patricia and Ronald's rights to the insurance policy were adjudicated at the time of the entry of the Judgment. Patricia has not stated a claim for which relief could be entered under Idaho Rule of Procedure 60(b)(5).

Idaho Rule of Civil Procedure 60(b)(6) may allow relief from a judgment if there is: "any other reason justifying relief from the operation of the judgment." Our Supreme Court has held that

relief under the “any other reason” clause requires unique and compelling circumstances justifying extraordinary relief. *Miller v. Haller*, 129 Idaho 345, 348, 924 P.2d 607, 610 (1996). Appellate Courts in our State have infrequently granted relief under Rule 60(b)(6). *Berg v. Kendall*, 147 Idaho 571, 579, 212 P.3d 1001, 1008 (2009). Our Supreme Court has held that failure to abide by a statute, or a rule of civil procedure is not a unique and compelling circumstance justifying relief. (Id.).

In the present case Patricia has alleged that she lost the term life insurance policy on Ronald’s life because the policy lapsed after entry of the Judgment for failure to pay a premium that she alone was responsible for. There is nothing unique or compelling about her claim. Our Supreme Court has held that a term life insurance policy only maintains a community property interest during the term when the last premium payment was made with community funds. Upon expiration of the term paid with community assets, the community interest in the policy lapses. *Banner Life Ins. Co. v. Mark Wallace Dixon Irrevocable Trust*, 147 Idaho 117, 125, 206 P.3d 481, 489 (2009). If the insured does not die during the policy period the policy loses all of its value. (Id.). There is no dispute that Ronald has lived beyond the term of the life insurance policy that was paid with community funds. Therefore, the community property value of the term policy on Ronald’s life is zero because Ronald lived past the term of the policy purchased with community assets. There is no factual scenario that Patricia can possibly come up with that supports relief pursuant to Idaho Rule of Civil Procedure 60(b)(6).

Patricia sought a monetary damage award of \$300,000.00. Neither Idaho Rule of Procedure 60(b)(5) or 60(b)(6) support a remedy of an award of monetary damages, and because the community’s interest in the life insurance policy is zero as a result of Ronald living past the term of the policy purchased with community funds. Patricia as a matter of law is not entitled to the claimed

relief of \$300,000.00.

Patricia asserts that the Magistrate Court should have continued the hearing on Ronald's Motion to Dismiss pursuant to Idaho Rule of Civil Procedure 56(f). This rule applies to a court's ability to continue summary judgment proceedings when a party shows by reason of affidavit the need for more time to obtain affidavits related to the summary judgment proceeding. I.R.C.P. 56(f).

The Magistrate Court granted Ronald's Motion to Dismiss for failure to state a claim. Even if Patricia proved the facts alleged were true, she still would not be entitled to the relief pled under Rule 60(b)(5) or 60(b)(6). The Magistrate Court did not commit error when it refused to continue Ronald's Motion to Dismiss, because Patricia's Motion failed to state a claim for which relief could be granted.

Patricia's appeal has been brought without foundation and it is frivolous. A party who is forced to defend an appeal that is brought without foundation is entitled to an award of attorney fees and costs pursuant to *Idaho Code* §12-121. *In re Estate of Irwin*, 104 Idaho 876, 664 P.2d 783 (Ct. App. 1983). Patricia has failed to show this Court how she has any cognizable claim related to the term life insurance policy on Ronald's life. The value of this community asset is zero because Ronald has lived past the term of the policy purchased with community funds. The Judgment placed the ownership, control, and payment responsibility squarely with Patricia, not Ronald. Her Motion was brought pursuant to Idaho Rule of Civil Procedure 60(b)(5), and 60(b)(6) and neither one of those Rules apply to Patricia's claims related to the life insurance policy. Ronald should be awarded his costs and fees for being forced to defend this Appeal.

CONCLUSION

Patricia has appealed the dismissal of Counts One and Two of her Motion for failure to state a claim for which relief could be granted. Her Motion was brought pursuant to Rule 60(b)(5) and 60(b)(6) of the Idaho Rules of Civil Procedure. Neither one of those rules support Counts One and Two of the Motion. Ronald was under no duty to pay the premium of the term policy that lapsed after the Judgment was entered due to Patricia's failure to make the payment as set forth in the Judgment. The community value of the policy in question is zero dollars as a matter of law. The Magistrate Court correctly dismissed counts One and Two of Patricia's Motion because they did not state a claim for which relief could be granted. Patricia's appeal is frivolous and Ronald should be awarded his costs and attorney fees.

DATED This 15th day of June, 2016.

LUDWIG ♦ SHOUFLE ♦ MILLER ♦ JOHNSON, LLP

By

Scot M. Ludwig,

Attorneys for Respondent/Respondent

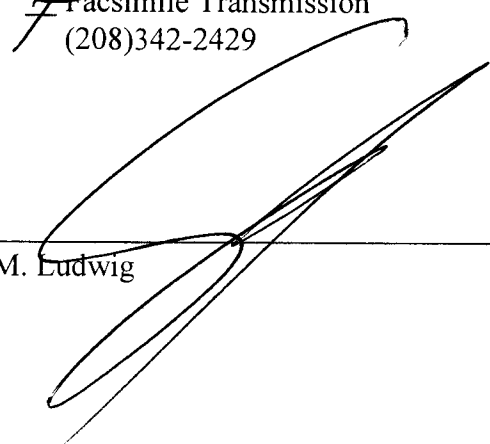
CERTIFICATE OF SERVICE

I hereby certify that on this 24 day of June, 2016, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

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Scot M. Ludwig



AUG 16 2016

CANYON COUNTY CLERK
P SALAS, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff/Appellant,

v.

RONALD L. THOMPSON,

Defendant/Respondent.

Case No. CV 13-198

MEMORANDUM DECISION

This matter is before the court on appeal from the order of the magistrate below denying plaintiff's motion for relief from judgment filed pursuant to I.R.C.P. 60(b) and the related motion for discovery filed pursuant to I.R.C.P. 56(f). The plaintiff-appellant in this matter, Patricia J. Thompson, appears by counsel, Jeffrey A. Strother, Boise. The defendant-respondent in this matter, Ronald L. Thompson, appears by counsel, Scot M. Ludwig and Daniel A. Miller of Ludwig Shoufler Miller & Johnson, Boise. The matter has been fully briefed and was argued at hearing on Thursday, August 4, 2016.

Memorandum Decision

For reasons stated below, the orders of the magistrate are affirmed in all respects. Respondent is awarded costs and attorney fees.

Facts and Procedural History

After a tortuous litigation course, the parties were divorced by decree entered August 21, 2013. By that decree, and as is relevant here, the wife was awarded ownership of a certain term life insurance policy on the husband.¹ The annual premium on the policy was due in September of 2013. The premium was not paid. If any notices or warnings were sent by the company regarding the annual premiums, they went to the husband and he did not forward them to the wife. If there was any grace period under which the policy could have been reinstated, any notices from the company pertaining to this went to the husband and he did not forward them to the wife.

The first contact by the wife to the insurance company came in June of 2014, at which time she inquired through counsel of the status of the policy and when the next premium would be due. She was notified by the company that the policy had lapsed for non-payment of premium in September of 2013.

In October of 2014, the wife filed a motion for relief from judgment under Rule 60(a), 60(b)(5) and 60(b)(6), I.R.C.P. The motion contained two grounds for relief: the first count sought a reallocation of community assets upon the grounds that, since the life insurance policy had lapsed, it would no longer be equitable to enforce the judgment as written. The second ground for relief alleged that the facts demonstrated a breach of duty

¹ The exact wording of the judgment on this item is "Plaintiff shall own, control and as beneficiary be entitled to continue in effect, at her sole expense, the Term Life Policy on Defendant." Paragraph 12 of Judgment and Decree entered August 21, 2013.

on the part of the husband giving rise to a claim for monetary damage in the amount of \$300,000, alleged to be due on account of the lapsed life insurance policy.

As is relevant here, the defense filed a motion to dismiss under Rule 12(b) I.R.C.P., contending the motion for relief from judgment failed to state claims upon which relief could be granted and that the court below lacked jurisdiction to reopen the judgment and consider the claims as alleged. Both sides filed affidavits in support of their positions. In addition, plaintiff filed a motion pursuant Rule 56(f) I.R.C.P. seeking leave and time to conduct discovery.

On January 14, 2015, a hearing was held on all motions. On January 30, 2015, the court entered an order granting the motion to dismiss under I.R.C.P. 12(b) and denying the motion for discovery under I.R.C.P. 56(f), which in effect denied any relief to the plaintiff on the motion as filed under I.R.C.P. 60(b).

There were other issues between the parties, and the case was continued for resolution of those other issues. On September 11, 2015, the parties appeared and presented a stipulation for the record resolving all remaining issues. By this stipulation, the plaintiff reserved the right to appeal the court's dismissal of her motion for relief from judgment. The court accepted the stipulation, all other issues were resolved and a final order disposing of all pending issues was entered. The motion for relief from judgment was deemed final and reserved for appeal.

Plaintiff appeals from the denial of the Rule 56(f) motion, and from the granting of the Rule 12(b) motion which in effect constituted the denial of all relief under the Rule 60(b) motion.

Analysis

The Motion for Relief from Judgment

To my mind, the viability of the two claims advanced in the motion for relief from judgment turn on the issue of what duty, if any, did the husband owe to the wife after entry of the divorce decree in August of 2013, whether under the divorce decree, in contract, or in tort? Is there any theory under the facts presented where the wife would be entitled to any relief, either at law or in equity?

Specifically, did the husband owe any duty to the wife to take any affirmative action of any kind with respect to the life insurance policy that was awarded to her by the decree? Such duty might consist of: to prepare and deliver an assignment of policy, to notify the insurance company that the policy had been assigned, to notify the insurance company of a change of address of the owner, to forward to the wife any notices of communications received from the company, to make any payment of premium, to notify the wife that the premium had not been paid, to notify the wife of any notices received, if any, pertaining to any grace period, to forward copies of any such notice, if any, to the wife, to notify the wife that the policy would lapse if something was not done during the grace period.

I conclude, for reasons stated below, that no such duty existed, and therefore no theory is available in law or at equity that would give rise to any element of relief from the judgment as entered based upon any of the grounds alleged in the motion for relief as filed. Since no theory exists, no point would be served in opening discovery, and there was no basis for the motion under Rule 56(f).

As between the parties, the judgment fixed the rights, entitlements, and duties as of August 21, 2013, the date the judgment was entered. From and after that date, all of the rights and entitlements inured to the wife, and all the obligations of securing those rights and entitlements, fell upon her. As between the parties, the policy belonged to the wife.

This meant that it was incumbent upon her to notify the company as to the affect and effect of the judgment, and to inform herself as to her responsibilities to maintain the coverage. She needed to supply the appropriate documentation, if the judgment alone was not sufficient, to complete her recognition as the owner on the record of the insurance company. To say it the other way around, the husband had no duty or obligation after August 21, 2013, with regard to the insurance policy other than to stay out of her way.

Plaintiff argues that *Rudd v Rudd*, 105 Idaho 112 (1983), is analogous to the situation here. In that case, the divorce decree ordered that all of the property be sold with the proceeds to be divided between the parties. The sale never occurred, and five years later a motion was filed under I.R.C.P. 60(b)(5) asking the court to eliminate the order of sale and re-divide the actual property between the spouses. The supreme court held that the provision of the decree requiring that the property be sold at some future date was sufficient to make the decree prospective in application, and therefore amenable to modification under Rule 60(b)(5).

In this case, the plaintiff here argues that the decree would not be fully applied until the policy was actually assigned, which required the husband to execute the required forms, and which made the decree somewhat prospective in application, similar to the circumstances under *Rudd v Rudd*, *supra*. The plaintiff's argument continues that since

the assignment did not occur, and since the policy lapsed in the meantime, it would be inequitable to leave the decree in place. The argument is not persuasive.

The decree was fully applied as to the life insurance property upon its issuance. There was nothing left to accomplish or adjudicate as between the parties; all of the rights and entitlements were fixed and absolute upon entry of the decree. Any further documentation was not a requirement to fix the rights between the parties, but only to document that right on the books of the insurance company. The right, duty and obligation belonged to the wife, if she intended to take over the benefits of the property, to complete the documentation with the company. She was not obligated to do so; she did not have to take over the insurance or make any payments – it was entirely up to her to take whatever action she wished after the judgment was entered.

The plaintiff argues that under insurance law, citing Idaho Code § 41-1826, the policy was not assigned until the proper assignment had been received by the company. Again, the argument is not persuasive. The provisions of the insurance code pertain to the right and obligations of the company to the owner and/or beneficiaries, but not necessarily to the rights and obligations of the parties to a divorce in the process of determining who is to become the owner.

There is no dispute that the policy was in good standing on August 21, 2013, and up to and including mid-September of 2013, when the next annual premium was due. The wife had ample time and opportunity to contact the company and inform herself on the exact status of the policy, and upon what, if anything, needed to be done to complete the recognition of her as the sole owner on the records of the company, and, as is particularly relevant here, to how much the next premium payment would be and when it would be

due. The husband had no interest in any of these matters after August 21, 2013, and no duty to the wife on account of any of them.

With these conclusions established, the two grounds advanced in plaintiff's motion for relief from judgment fail to state any cognizable claim for relief. In the first count, she seeks equitable relief because of the policy lapse. However, the policy was in good standing on the date of judgment, the wife had ample time to secure any changes on the company's records that were needed, and the payment of premium was her responsibility. There is no equitable reason to revisit the allocation of property because the policy lapsed for failure to make the premium payment after the entry of the judgment which set the policy over to the wife.

Plaintiff complains that any notices of premium due were sent to the husband, and he did not forward them on. However, the wife had ample time to notify the company to change the address so that any needed notices would come to her. She had no need to rely upon the husband to forward any notices, she could have taken care of this herself by simply notifying the company. There is no reason at law, and none raised by the facts to impose any duty upon the husband after the entry of judgment.

Plaintiff argues that the policy "belonged" to the husband, and that the only way to get it to the wife would be by way of assignment on company forms. Plaintiff argues that the husband therefore had a duty to obtain, complete, and submit the assignment forms. Plaintiff points to a clause in the decree whereby each party is obligated to execute any necessary documents to effect the implementation of the decree. The argument does not reach the imposition of any duty on the part of the husband to initiate any action in this area. The duty was on the wife to obtain the necessary forms and fill them out. If

needed, the husband was obligated to sign the assignment if presented to him by either the wife or the company, but he had no duty to initiate the preparation of anything.

In this area, the judgment was final. There was no element of performance required of the husband into the future upon which any continuing jurisdiction of the court could attach. The loss of the asset was not through some unforeseen event, it was a failure on the part of the wife to take the steps necessary to take control of the asset awarded to her. There exists no basis in law for relief from judgment under I.R.C.P. 60(b)(5).

In the second ground for relief, the wife alleges that the judgment was the result a of stipulation between the parties on division of assets, that implicit in that stipulation is the implied covenant of good faith and fair dealing which required the husband to forward the premium notices and warnings to the wife, and that the husbands failure to do so was a breach of the covenant of good faith and fair dealing for which the wife may be entitled to money damages.

A stipulation can be a form of contract, and the implied duty of good faith and fair dealing could arise under a stipulation. *See Gunderson v. Golden*, 159 Idaho 344, 346, 360 P.3d 353, 355 (Ct. App. 2015), *reh'g denied* (Nov. 3, 2015). However, where the subject of the stipulation is for entry of judgment, any contractual provisions of the stipulation and any duty created thereby would not survive the entry of judgment based upon the stipulation. *Phillips v. Phillips*, 93 Idaho 384, 386, 462 P.2d 49, 51 (1969). Thus, the duty of good faith and fair dealing applies only during the time between the creation of stipulation and the entry of judgment, and would prevent either party from taking any affirmative action to defeat the intent of the stipulation. *See id.* Here, there was

no act or conduct on husband's part between execution of the stipulation and entry of judgment that operated to interfere with the operation of the judgment. There is no allegation that the husband misrepresented any fact to the wife or to the court in connection with the entry of the decree. The contract issues imbedded in the stipulation all evaporated, or were merged into and completely consumed by the entry of judgment.

The husband's failure to forward copies of premium notices, if any, or to make the premium payment himself were not affirmative acts detrimental to the plaintiff that could be the basis of any claim of breach of the implied duty of good faith and fair dealing. According to the terms of the stipulation, the wife was to be responsible for the future premium payments from and after the entry of the decree. The implied duty of good faith and fair dealing cannot be construed in a manner which would obviate or avoid a declared term of the contract. *See First Sec. Bank of Idaho, N.A. v. Gaige*, 115 Idaho 172, 765 P.2d 683 (1988). Here, the declared term was that all expenses of maintaining the insurance into the future were exclusively the wife's. The implied covenant cannot be used to create any duty on the part of the husband to be responsible for maintaining any part of the policy after the date of judgment.

Plaintiff seems to argue that the husband might have a duty in tort to forward premium notices to the wife, and that a breach might constitute a tort for which money damages are available. A duty of good faith and fair dealing in tort does exist, but in Idaho it has been applied only to actions against casualty insurance companies in determining the insurer's duties to defend and indemnify under the policy. *See White v. Unigard Mut. Ins. Co.*, 112 Idaho 94, 730 P.2d 1014 (1986); *See also Lucas v. State Farm Fire & Cas. Co.*, 131 Idaho 674, 677, 963 P.2d 357, 360 (1998). The tort standard

does not otherwise apply in Idaho, and would not apply to the circumstances of this case. The only tort theory that might be available would be tortious interference with contract - but that requires some tortious and wrongful act on the part of the husband, and there is no allegation of such in the moving papers or any indication of such in any of the facts alleged. Mere inaction is not sufficient to be construed as a wrongful or tortious act, in the absence of a duty to act imposed by the judgment, and no duty under any theory of good faith and fair dealing exists where none existed under a plain reading of the judgment.

I conclude that there is no implied duty of good faith and fair dealing imposed upon a judgment debtor or judgment obligor beyond the exact and express terms of the judgment. The only duties imposed are those that are expressly declared in the text of the judgment. There is no contractual covenant of good faith and fair dealing imposed by virtue of the stipulation for judgment. The terms of the stipulation were merged into the judgment, and only the judgment survived. Finally, there is no duty of good faith and fair dealing in tort that can be reached by any allegation raised here. The duty in tort under a life insurance policy arises only in actions against the company for lack of good faith in settlement practices and has no application to actions between parties to a policy.

Therefore, none of the allegations contained in either of the counts included in plaintiff's motion for relief from judgment provide any basis for intervention by the court below. There was nothing within reach of either of the two counts of the motion for relief which would support any relief from the judgment as entered. The magistrate did not err in granting the defense motion under Rule 12(b) which had the effect of denying the plaintiff's motion under Rule 60(b).

The Discovery Motion

The plaintiff filed a motion for a continuance in order to conduct discovery under I.R.C.P. 56(f). Both sides submitted affidavits to support their positions under the motion. The argument is made that if the court was to rely upon any of the supplemental material, that the motion under Rule 12(b) had to be considered a motion for summary judgment under I.R.C.P. 56. Plaintiff's counsel argued that discovery could be sought from the insurance company to establish that invoices and notices had been sent out to the husband, even after the entry of the divorce decree, but that the husband had not forwarded any of the material to his wife.

I am not persuaded. As is discussed above, upon the analysis of all of the material that was submitted, the determination is clear that no theory exists for relief from judgment in this case. Since no theory exists, no purpose would be served by granting time for more discovery in any event.

To reiterate the conclusion: the judgment as entered was a final and complete adjudication of the rights of the parties with respect to the insurance policy. There was no prospective application of judgment necessary as between the parties to carry out the property division adjudicated. The only thing remaining under the judgment was execution upon the judgment, which was entirely under the control and direction of the wife. The judgment did require that each party cooperate with the other in providing any documentation necessary to implement parts of the decree if necessary, but this requirement cannot reasonably be read as one creating any duty on the part of the other party to take any active, independent action at all. The requirement of cooperation is only to sign forms where necessary which the wife might obtain from the insurance company

to document the change ownership on the records of the company, designate beneficiaries, etc. The proviso of the decree for cooperation does not in way make the operative clause awarding the policy to the wife one of prospective application.

For the reasons stated, I concluded none of the grounds for relief under I.R.C.P. 60(b) are applicable. There are no other equitable considerations alleged that would bring Rule 60(b)(6) into play. There is no allegation in the motion of any fraud or misrepresentation by the husband to the wife. It does not matter what plaintiff might learn with respect to invoices and notification from the company, as none of it would make any difference. Whatever might have been sent by the company to the husband does not operate to create any duty on the part of the husband. The plain fact is that it was incumbent upon the plaintiff to notify the company of her interest in the policy in a timely manner, and take over responsibility for the payment of all future premiums.

For all of these reasons, I conclude that allowing further discovery would be pointless. There is no set of facts that can be constructed within reach of any of the allegations contained in the motion or within reach of the judgment as entered. The magistrate did not err in denying the motion for discovery under I.R.C.P. 56(f).

Aspects of Summary Judgment

The argument is made that the magistrate erred in mixing up the treatment of issues under I.R.C.P. 12(b) as opposed to I.R.C.P. 56. It is true that a motion under I.R.C.P. 12(b) tests the sufficiency of the allegations contained within the pleading to which it is addressed, without regard to the sufficiency of the facts which might exist to support the allegations. When addressing an initial complaint, issues raised under Rule 12(b) must be decided within the four corners of the pleading, without reference to any

material outside of the complaint. If material outside the complaint, such as affidavits, is considered, the motion is to be considered as a motion for summary judgment under I.R.C.P. 56. In this case, the argument is made and affidavits were advanced and considered by the judge below, thus requiring that the motion be considered under standards applicable to summary judgment. All of this is accurate and on point if the pleading being attacked by the Rule 12(b) motion is an initial pleading, such as a complaint.

Here, however, the pleading under attack by the Rule 12(b) motion is another motion – a motion under Rule 60(b). A motion to dismiss a motion is an unnecessarily redundant pleading; a formal response to motion, in the sense of an answer or dispositive motion to a complaint, is not required. All defenses to a motion are available, and may simply be raised in the briefs or at argument. One does not ordinarily need to seek the dismissal of a motion for relief from judgment – it usually sufficient to seek to have the motion denied. When a motion under Rule 12(b) is submitted in opposition to a motion under some other rule, the circumstance can be treated as analogous to raising the issue by brief. It does not convert the proceedings into something different, even where, as here, the court below reached the result by granting the motion to dismiss rather than denying the base motion. The appellate review is still a review of the motion under Rule 60(b).

In that context, it is immaterial whether the court below considered the result of the denial of the Rule 60(b) motion under rules applicable to summary judgment or to judgment on the pleadings. What is clear is that, however construed, the motion for relief from judgment is not sustainable. The magistrate made no findings of fact, but simply

denied the motion. The ruling stands as a ruling of law that under any construction of facts within the reach of the allegations as framed in the motion, relief under the motion is not available.

Given the absolute application of the judgment on the issue, the absence of any allegation of fraud or misrepresentation in the motion, the absence of any duty imposed on the part of the husband, the magistrate's conclusion was correct as a matter of law. There is no reason to disturb her ruling.

Attorney Fees on Appeal

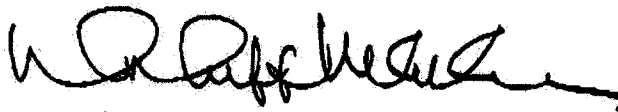
Plaintiff's argument is imaginative and cleverly constructed. Unfortunately, it is constructed on thin air – the assumption that the court would or should find some duty on the part of the husband to be fair or businesslike in dealing with his ex-wife after entry of the decree. However, I think the law is clear that there is no duty whatever - and issues of fairness or reasonable conduct never come into play. As such, the motion as filed was without foundation and, albeit artfully crafted, was frivolous. Costs and attorney fees are awarded to the husband.

Conclusion

For reasons stated, the orders of the magistrate below are affirmed in all respects. The respondent is the prevailing party, and is entitled to his costs and reasonable attorney

fees, to be determined by this court as provided by I.C. §12-121 and Idaho Appellate Rule 41.

Dated: August 15, 2016.

A handwritten signature in black ink, appearing to read "Duff McKee", with a stylized, flowing script.

Sr, Judge D. Duff McKee

CERTIFICATE OF SERVICE

The undersigned certifies that on 16 day of August, 2016, s/he served a true and correct copy of the original of the foregoing MEMORANDUM DECISION on the following individuals in the manner described:

- upon counsel for plaintiff:

Jeffrey A. Strother
ATTORNEY AT LAW
200 N 4th St, Ste 30
Boise, ID 83702

- upon counsel for defendant:

-

Daniel A. Miller
LUDWIG SHOUFLE MILLER JOHNSON, LLP
401 W Front St, Ste 401
Boise, ID 83702

- Kathy Waldemer
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

and/or when s/he deposited each a copy of the foregoing ORDER in the U.S. Mail with sufficient postage to individuals at the addresses listed above.

CHRIS YAMAMOTO,
Clerk of the Court

By: 

Deputy Clerk of the Court

SEP 21 2016

CANYON COUNTY CLERK
P SALAS, DEPUTY

SCOT M. LUDWIG
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
209 West Main Street
Boise, ID 83702
Telephone: 208-387-0400
Facsimile: 208-387-1999
ISB 3506

Attorney for Defendant

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff,

vs.

RONALD L. THOMPSON,

Defendant.

10/11/16

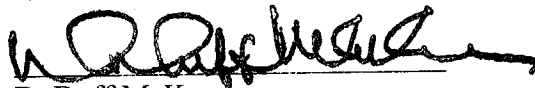
CASE NO. CV-2013-0000198-C

JUDGMENT RE: FEES

JUDGMENT IS ~~HEREBY~~ ENTERED AS FOLLOWS:

1. Judgment is entered in favor of Defendant, RONALD L. THOMPSON, against Plaintiff, PATRICIA J. BELL (F/K/A THOMPSON), in the sum of \$3,282.50 for attorneys fees.

DATED This 21 day of September, 2016.


D. Duff McKee,
Senior District Judge

CERTIFICATE OF SERVICE


I hereby certify that on this 21 day of September, 2016, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Scot M. Ludwig
LUDWIG ♦ SHOUFLER ♦ MILLER
♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
Boise, Idaho 83702

☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)387-1999

Jeffrey A. Strother
Strother Law Office
200 North Fourth, Suite 30
Boise, Idaho 83702

☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile Transmission
(208)342-2429



Deputy Clerk

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429

Attorneys for Defendant/Appellant

FILED
10:10 A.M. P.M.

SEP 23 2016

CANYON COUNTY CLERK
K BRONSON, DEPUTY

**IN THE DISTRICT COURT FOR THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff/Appellant,

vs.

RONALD L. THOMPSON,

Defendant/Respondent.

Case No. CV 13-198

NOTICE OF APPEAL

TO: RESPONDENT RONALD L. THOMPSON AND HIS ATTORNEY SCOT M. LUDWIG OF LUDWIG SHOUFLE MILLER JOHNSON LLP, 401 W. FRONT STREET, SUITE 401, BOISE, IDAHO 83702, AND THE CLERK OF THIS COURT

NOTICE IS HEREBY GIVEN THAT:

1. Appellant Patricia J. Thompson, n/k/a Patricia J. Bell, appeals against respondent Ronald Thompson to the Idaho Supreme Court from the memorandum decision on appeal entered in this action on August 16, 2016, the Honorable Senior Judge D. Duff McKee presiding. A copy of that decision is attached to this notice.

2. Appellant Thompson has the right to appeal to the Idaho Supreme Court, and the decision described in paragraph 1 above is an appealable order under and pursuant

NOTICE OF APPEAL - 1

to Rule 11(a)(2) of the Idaho Appellate Rules.

3. The issues which appellant Thompson now intends to assert in the appeal are:
- a. To what extent is the memorandum decision of the District Court entitled to consideration in this appeal?
 - b. Did the Magistrate err in concluding that Counts One and Two of plaintiff's motion to enforce the Judgment failed to state a claim upon which the court could grant relief?
 - c. Did the Magistrate err in denying Bell's Rule 56(f) request for an opportunity to conduct discovery to establish the facts at issue in her motion to enforce the Judgment?
 - d. Did the District Court err in determining that appellant's appeal of the Magistrate's orders listed above was frivolous and in awarding attorney fees to the respondent?
4. No order has been entered sealing any portion of the record.
5. (a) A reporter's transcript of the hearing before the District Court has been requested.
- (b) The appellant requests the preparation of the following portions of the reporter's transcript by hard copy: The transcript of the oral argument before the District Court on August 4, 2016.
6. Appellant Thompson requests the following documents to be included in the clerk's record in addition to those automatically included under Rule 28 of the Idaho Appellate Rules:

- a. Motion for Relief from Judgment filed on October 30, 2014;
- b. Motion to Dismiss filed on December 12, 2014;
- c. Memorandum Supporting Motion to Dismiss filed on December 12, 2014;
- d. Affidavit of Ronald Thompson filed on December 12, 2014;
- e. Second Affidavit of Ronald Thompson filed on December 12, 2014;
- f. Amended Motion to Dismiss filed on December 24, 2014;
- g. Second Affidavit of Ronald Thompson filed on December 24, 2014;
- h. Rule 56(f) Motion filed on January 7, 2015;
- i. Memorandum in Support of Rule 56(f) Motion filed on January 7, 2015;
- j. Objection to Second Affidavit of Ronald Thompson filed on January 7, 2015;
- k. Affidavit of Patricia Bell filed on January 7, 2015;
- l. Affidavit of Jeffrey A. Strother filed on January 7, 2015;
- m. Memorandum in Opposition to Motion to Dismiss filed on January 7, 2015;
- n. Affidavit of Ronald Thompson filed on January 14, 2015;
- o. Reply Memorandum in Support of Motion to Dismiss filed on January 14, 2015;
- p. Reply to Rule 56(f) Motion filed on January 14, 2015;
- q. Second Affidavit of Patricia Bell filed on January 14, 2015; and
- r. Response to Objection to Second Affidavit of Ronald Thompson filed on January 14, 2015.

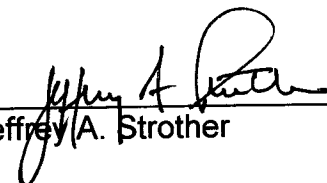
7. Appellant does not request any documents, charts or pictures to be copied or sent to the Supreme Court.

8. I certify that:

- a. A copy of this Notice of Appeal has been served on the following reporter:
Cathy Waldemer, Appeals/Transcript Clerk, Canyon County Courthouse,
1115 Albany Street, Room 114, Caldwell, Idaho 83605
- b. That the clerk of the district court has been paid the estimated fee for
preparation of the reporter's transcript;
- c. The estimated fee for preparation of the clerk's record has been paid.
- d. The appellate filing fee has been paid.
- e. Service has been made upon all parties required to be served pursuant to
Rule 20 of the Idaho Appellate Rules.

DATED this 22nd day of September, 2016.

STROTHER LAW OFFICE



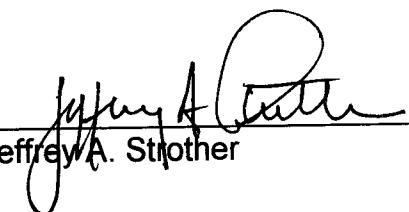
Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22nd day of September, 2016, I caused a true and
correct copy of the foregoing document to be served upon the following individual(s) by the
method indicated below and addressed as follows:

Scot M. Ludwig
Ludwig, Shoufler, Miller, Johnson, LLP
401 W. Front Street, Suite 401
Boise, ID 83702

☒ U.S. Mail, postage prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ By Facsimile at (208) 387-1999



Jeffrey A. Strother

AUG 16 2016

**CANYON COUNTY CLERK
P SALAS, DEPUTY**

*Appeal Date
9/27/16*

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff/Appellant,

v.

RONALD L. THOMPSON,

Defendant/Respondent.

Case No. CV 13-198

MEMORANDUM DECISION

This matter is before the court on appeal from the order of the magistrate below denying plaintiff's motion for relief from judgment filed pursuant to I.R.C.P. 60(b) and the related motion for discovery filed pursuant to I.R.C.P. 56(f). The plaintiff-appellant in this matter, Patricia J. Thompson, appears by counsel, Jeffrey A. Strother, Boise. The defendant-respondent in this matter, Ronald L. Thompson, appears by counsel, Scot M. Ludwig and Daniel A. Miller of Ludwig Shoufler Miller & Johnson, Boise. The matter has been fully briefed and was argued at hearing on Thursday, August 4, 2016.

For reasons stated below, the orders of the magistrate are affirmed in all respects. Respondent is awarded costs and attorney fees.

Facts and Procedural History

After a tortuous litigation course, the parties were divorced by decree entered August 21, 2013. By that decree, and as is relevant here, the wife was awarded ownership of a certain term life insurance policy on the husband.¹ The annual premium on the policy was due in September of 2013. The premium was not paid. If any notices or warnings were sent by the company regarding the annual premiums, they went to the husband and he did not forward them to the wife. If there was any grace period under which the policy could have been reinstated, any notices from the company pertaining to this went to the husband and he did not forward them to the wife.

The first contact by the wife to the insurance company came in June of 2014, at which time she inquired through counsel of the status of the policy and when the next premium would be due. She was notified by the company that the policy had lapsed for non-payment of premium in September of 2013.

In October of 2014, the wife filed a motion for relief from judgment under Rule 60(a), 60(b)(5) and 60(b)(6), I.R.C.P. The motion contained two grounds for relief: the first count sought a reallocation of community assets upon the grounds that, since the life insurance policy had lapsed, it would no longer be equitable to enforce the judgment as written. The second ground for relief alleged that the facts demonstrated a breach of duty

¹ The exact wording of the judgment on this item is "Plaintiff shall own, control and as beneficiary be entitled to continue in effect, at her sole expense, the Term Life Policy on Defendant." Paragraph 12 of Judgment and Decree entered August 21, 2013.

on the part of the husband giving rise to a claim for monetary damage in the amount of \$300,000, alleged to be due on account of the lapsed life insurance policy.

As is relevant here, the defense filed a motion to dismiss under Rule 12(b) I.R.C.P., contending the motion for relief from judgment failed to state claims upon which relief could be granted and that the court below lacked jurisdiction to reopen the judgment and consider the claims as alleged. Both sides filed affidavits in support of their positions. In addition, plaintiff filed a motion pursuant Rule 56(f) I.R.C.P. seeking leave and time to conduct discovery.

On January 14, 2015, a hearing was held on all motions. On January 30, 2015, the court entered an order granting the motion to dismiss under I.R.C.P. 12(b) and denying the motion for discovery under I.R.C.P. 56(f), which in effect denied any relief to the plaintiff on the motion as filed under I.R.C.P. 60(b).

There were other issues between the parties, and the case was continued for resolution of those other issues. On September 11, 2015, the parties appeared and presented a stipulation for the record resolving all remaining issues. By this stipulation, the plaintiff reserved the right to appeal the court's dismissal of her motion for relief from judgment. The court accepted the stipulation, all other issues were resolved and a final order disposing of all pending issues was entered. The motion for relief from judgment was deemed final and reserved for appeal.

Plaintiff appeals from the denial of the Rule 56(f) motion, and from the granting of the Rule 12(b) motion which in effect constituted the denial of all relief under the Rule 60(b) motion.

Analysis

The Motion for Relief from Judgment

To my mind, the viability of the two claims advanced in the motion for relief from judgment turn on the issue of what duty, if any, did the husband owe to the wife after entry of the divorce decree in August of 2013, whether under the divorce decree, in contract, or in tort? Is there any theory under the facts presented where the wife would be entitled to any relief, either at law or in equity?

Specifically, did the husband owe any duty to the wife to take any affirmative action of any kind with respect to the life insurance policy that was awarded to her by the decree? Such duty might consist of: to prepare and deliver an assignment of policy, to notify the insurance company that the policy had been assigned, to notify the insurance company of a change of address of the owner, to forward to the wife any notices of communications received from the company, to make any payment of premium, to notify the wife that the premium had not been paid, to notify the wife of any notices received, if any, pertaining to any grace period, to forward copies of any such notice, if any, to the wife, to notify the wife that the policy would lapse if something was not done during the grace period.

I conclude, for reasons stated below, that no such duty existed, and therefore no theory is available in law or at equity that would give rise to any element of relief from the judgment as entered based upon any of the grounds alleged in the motion for relief as filed. Since no theory exists, no point would be served in opening discovery, and there was no basis for the motion under Rule 56(f).

As between the parties, the judgment fixed the rights, entitlements, and duties as of August 21, 2013, the date the judgment was entered. From and after that date, all of the rights and entitlements inured to the wife, and all the obligations of securing those rights and entitlements, fell upon her. As between the parties, the policy belonged to the wife.

This meant that it was incumbent upon her to notify the company as to the affect and effect of the judgment, and to inform herself as to her responsibilities to maintain the coverage. She needed to supply the appropriate documentation, if the judgment alone was not sufficient, to complete her recognition as the owner on the record of the insurance company. To say it the other way around, the husband had no duty or obligation after August 21, 2013, with regard to the insurance policy other than to stay out of her way.

Plaintiff argues that *Rudd v Rudd*, 105 Idaho 112 (1983), is analogous to the situation here. In that case, the divorce decree ordered that all of the property be sold with the proceeds to be divided between the parties. The sale never occurred, and five years later a motion was filed under I.R.C.P. 60(b)(5) asking the court to eliminate the order of sale and re-divide the actual property between the spouses. The supreme court held that the provision of the decree requiring that the property be sold at some future date was sufficient to make the decree prospective in application, and therefore amenable to modification under Rule 60(b)(5).

In this case, the plaintiff here argues that the decree would not be fully applied until the policy was actually assigned, which required the husband to execute the required forms, and which made the decree somewhat prospective in application, similar to the circumstances under *Rudd v Rudd*, *supra*. The plaintiff's argument continues that since

the assignment did not occur, and since the policy lapsed in the meantime, it would be inequitable to leave the decree in place. The argument is not persuasive.

The decree was fully applied as to the life insurance property upon its issuance. There was nothing left to accomplish or adjudicate as between the parties; all of the rights and entitlements were fixed and absolute upon entry of the decree. Any further documentation was not a requirement to fix the rights between the parties, but only to document that right on the books of the insurance company. The right, duty and obligation belonged to the wife, if she intended to take over the benefits of the property, to complete the documentation with the company. She was not obligated to do so; she did not have to take over the insurance or make any payments – it was entirely up to her to take whatever action she wished after the judgment was entered.

The plaintiff argues that under insurance law, citing Idaho Code § 41-1826, the policy was not assigned until the proper assignment had been received by the company. Again, the argument is not persuasive. The provisions of the insurance code pertain to the right and obligations of the company to the owner and/or beneficiaries, but not necessarily to the rights and obligations of the parties to a divorce in the process of determining who is to become the owner.

There is no dispute that the policy was in good standing on August 21, 2013, and up to and including mid-September of 2013, when the next annual premium was due. The wife had ample time and opportunity to contact the company and inform herself on the exact status of the policy, and upon what, if anything, needed to be done to complete the recognition of her as the sole owner on the records of the company, and, as is particularly relevant here, to how much the next premium payment would be and when it would be

due. The husband had no interest in any of these matters after August 21, 2013, and no duty to the wife on account of any of them.

With these conclusions established, the two grounds advanced in plaintiff's motion for relief from judgment fail to state any cognizable claim for relief. In the first count, she seeks equitable relief because of the policy lapse. However, the policy was in good standing on the date of judgment, the wife had ample time to secure any changes on the company's records that were needed, and the payment of premium was her responsibility. There is no equitable reason to revisit the allocation of property because the policy lapsed for failure to make the premium payment after the entry of the judgment which set the policy over to the wife.

Plaintiff complains that any notices of premium due were sent to the husband, and he did not forward them on. However, the wife had ample time to notify the company to change the address so that any needed notices would come to her. She had no need to rely upon the husband to forward any notices, she could have taken care of this herself by simply notifying the company. There is no reason at law, and none raised by the facts to impose any duty upon the husband after the entry of judgment.

Plaintiff argues that the policy "belonged" to the husband, and that the only way to get it to the wife would be by way of assignment on company forms. Plaintiff argues that the husband therefore had a duty to obtain, complete, and submit the assignment forms. Plaintiff points to a clause in the decree whereby each party is obligated to execute any necessary documents to effect the implementation of the decree. The argument does not reach the imposition of any duty on the part of the husband to initiate any action in this area. The duty was on the wife to obtain the necessary forms and fill them out. If

needed, the husband was obligated to sign the assignment if presented to him by either the wife or the company, but he had no duty to initiate the preparation of anything.

In this area, the judgment was final. There was no element of performance required of the husband into the future upon which any continuing jurisdiction of the court could attach. The loss of the asset was not through some unforeseen event, it was a failure on the part of the wife to take the steps necessary to take control of the asset awarded to her. There exists no basis in law for relief from judgment under I.R.C.P. 60(b)(5).

In the second ground for relief, the wife alleges that the judgment was the result a of stipulation between the parties on division of assets, that implicit in that stipulation is the implied covenant of good faith and fair dealing which required the husband to forward the premium notices and warnings to the wife, and that the husbands failure to do so was a breach of the covenant of good faith and fair dealing for which the wife may be entitled to money damages.

A stipulation can be a form of contract, and the implied duty of good faith and fair dealing could arise under a stipulation. *See Gunderson v. Golden*, 159 Idaho 344, 346, 360 P.3d 353, 355 (Ct. App. 2015), *reh'g denied* (Nov. 3, 2015). However, where the subject of the stipulation is for entry of judgment, any contractual provisions of the stipulation and any duty created thereby would not survive the entry of judgment based upon the stipulation. *Phillips v. Phillips*, 93 Idaho 384, 386, 462 P.2d 49, 51 (1969). Thus, the duty of good faith and fair dealing applies only during the time between the creation of stipulation and the entry of judgment, and would prevent either party from taking any affirmative action to defeat the intent of the stipulation. *See id.* Here, there was

no act or conduct on husband's part between execution of the stipulation and entry of judgment that operated to interfere with the operation of the judgment. There is no allegation that the husband misrepresented any fact to the wife or to the court in connection with the entry of the decree. The contract issues imbedded in the stipulation all evaporated, or were merged into and completely consumed by the entry of judgment.

The husband's failure to forward copies of premium notices, if any, or to make the premium payment himself were not affirmative acts detrimental to the plaintiff that could be the basis of any claim of breach of the implied duty of good faith and fair dealing. According to the terms of the stipulation, the wife was to be responsible for the future premium payments from and after the entry of the decree. The implied duty of good faith and fair dealing cannot be construed in a manner which would obviate or avoid a declared term of the contract. *See First Sec. Bank of Idaho, N.A. v. Gaige*, 115 Idaho 172, 765 P.2d 683 (1988). Here, the declared term was that all expenses of maintaining the insurance into the future were exclusively the wife's. The implied covenant cannot be used to create any duty on the part of the husband to be responsible for maintaining any part of the policy after the date of judgment.

Plaintiff seems to argue that the husband might have a duty in tort to forward premium notices to the wife, and that a breach might constitute a tort for which money damages are available. A duty of good faith and fair dealing in tort does exist, but in Idaho it has been applied only to actions against casualty insurance companies in determining the insurer's duties to defend and indemnify under the policy. *See White v. Unigard Mut. Ins. Co.*, 112 Idaho 94, 730 P.2d 1014 (1986); *See also Lucas v. State Farm Fire & Cas. Co.*, 131 Idaho 674, 677, 963 P.2d 357, 360 (1998). The tort standard

does not otherwise apply in Idaho, and would not apply to the circumstances of this case. The only tort theory that might be available would be tortious interference with contract - but that requires some tortious and wrongful act on the part of the husband, and there is no allegation of such in the moving papers or any indication of such in any of the facts alleged. Mere inaction is not sufficient to be construed as a wrongful or tortious act, in the absence of a duty to act imposed by the judgment, and no duty under any theory of good faith and fair dealing exists where none existed under a plain reading of the judgment.

I conclude that there is no implied duty of good faith and fair dealing imposed upon a judgment debtor or judgment obligor beyond the exact and express terms of the judgment. The only duties imposed are those that are expressly declared in the text of the judgment. There is no contractual covenant of good faith and fair dealing imposed by virtue of the stipulation for judgment. The terms of the stipulation were merged into the judgment, and only the judgment survived. Finally, there is no duty of good faith and fair dealing in tort that can be reached by any allegation raised here. The duty in tort under a life insurance policy arises only in actions against the company for lack of good faith in settlement practices and has no application to actions between parties to a policy.

Therefore, none of the allegations contained in either of the counts included in plaintiff's motion for relief from judgment provide any basis for intervention by the court below. There was nothing within reach of either of the two counts of the motion for relief which would support any relief from the judgment as entered. The magistrate did not err in granting the defense motion under Rule 12(b) which had the effect of denying the plaintiff's motion under Rule 60(b).

The Discovery Motion

The plaintiff filed a motion for a continuance in order to conduct discovery under I.R.C.P. 56(f). Both sides submitted affidavits to support their positions under the motion. The argument is made that if the court was to rely upon any of the supplemental material, that the motion under Rule 12(b) had to be considered a motion for summary judgment under I.R.C.P. 56. Plaintiff's counsel argued that discovery could be sought from the insurance company to establish that invoices and notices had been sent out to the husband, even after the entry of the divorce decree, but that the husband had not forwarded any of the material to his wife.

I am not persuaded. As is discussed above, upon the analysis of all of the material that was submitted, the determination is clear that no theory exists for relief from judgment in this case. Since no theory exists, no purpose would be served by granting time for more discovery in any event.

To reiterate the conclusion: the judgment as entered was a final and complete adjudication of the rights of the parties with respect to the insurance policy. There was no prospective application of judgment necessary as between the parties to carry out the property division adjudicated. The only thing remaining under the judgment was execution upon the judgment, which was entirely under the control and direction of the wife. The judgment did require that each party cooperate with the other in providing any documentation necessary to implement parts of the decree if necessary, but this requirement cannot reasonably be read as one creating any duty on the part of the other party to take any active, independent action at all. The requirement of cooperation is only to sign forms where necessary which the wife might obtain from the insurance company

to document the change ownership on the records of the company, designate beneficiaries, etc. The proviso of the decree for cooperation does not in way make the operative clause awarding the policy to the wife one of prospective application.

For the reasons stated, I concluded none of the grounds for relief under I.R.C.P. 60(b) are applicable. There are no other equitable considerations alleged that would bring Rule 60(b)(6) into play. There is no allegation in the motion of any fraud or misrepresentation by the husband to the wife. It does not matter what plaintiff might learn with respect to invoices and notification from the company, as none of it would make any difference. Whatever might have been sent by the company to the husband does not operate to create any duty on the part of the husband. The plain fact is that it was incumbent upon the plaintiff to notify the company of her interest in the policy in a timely manner, and take over responsibility for the payment of all future premiums.

For all of these reasons, I conclude that allowing further discovery would be pointless. There is no set of facts that can be constructed within reach of any of the allegations contained in the motion or within reach of the judgment as entered. The magistrate did not err in denying the motion for discovery under I.R.C.P. 56(f).

Aspects of Summary Judgment

The argument is made that the magistrate erred in mixing up the treatment of issues under I.R.C.P. 12(b) as opposed to I.R.C.P. 56. It is true that a motion under I.R.C.P. 12(b) tests the sufficiency of the allegations contained within the pleading to which it is addressed, without regard to the sufficiency of the facts which might exist to support the allegations. When addressing an initial complaint, issues raised under Rule 12(b) must be decided within the four corners of the pleading, without reference to any

material outside of the complaint. If material outside the complaint, such as affidavits, is considered, the motion is to be considered as a motion for summary judgment under I.R.C.P. 56. In this case, the argument is made and affidavits were advanced and considered by the judge below, thus requiring that the motion be considered under standards applicable to summary judgment. All of this is accurate and on point if the pleading being attacked by the Rule 12(b) motion is an initial pleading, such as a complaint.

Here, however, the pleading under attack by the Rule 12(b) motion is another motion – a motion under Rule 60(b). A motion to dismiss a motion is an unnecessarily redundant pleading; a formal response to motion, in the sense of an answer or dispositive motion to a complaint, is not required. All defenses to a motion are available, and may simply be raised in the briefs or at argument. One does not ordinarily need to seek the dismissal of a motion for relief from judgment – it usually sufficient to seek to have the motion denied. When a motion under Rule 12(b) is submitted in opposition to a motion under some other rule, the circumstance can be treated as analogous to raising the issue by brief. It does not convert the proceedings into something different, even where, as here, the court below reached the result by granting the motion to dismiss rather than denying the base motion. The appellate review is still a review of the motion under Rule 60(b).

In that context, it is immaterial whether the court below considered the result of the denial of the Rule 60(b) motion under rules applicable to summary judgment or to judgment on the pleadings. What is clear is that, however construed, the motion for relief from judgment is not sustainable. The magistrate made no findings of fact, but simply

denied the motion. The ruling stands as a ruling of law that under any construction of facts within the reach of the allegations as framed in the motion, relief under the motion is not available.

Given the absolute application of the judgment on the issue, the absence of any allegation of fraud or misrepresentation in the motion, the absence of any duty imposed on the part of the husband, the magistrate's conclusion was correct as a matter of law. There is no reason to disturb her ruling.

Attorney Fees on Appeal

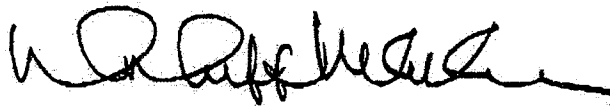
Plaintiff's argument is imaginative and cleverly constructed. Unfortunately, it is constructed on thin air – the assumption that the court would or should find some duty on the part of the husband to be fair or businesslike in dealing with his ex-wife after entry of the decree. However, I think the law is clear that there is no duty whatever - and issues of fairness or reasonable conduct never come into play. As such, the motion as filed was without foundation and, albeit artfully crafted, was frivolous. Costs and attorney fees are awarded to the husband.

Conclusion

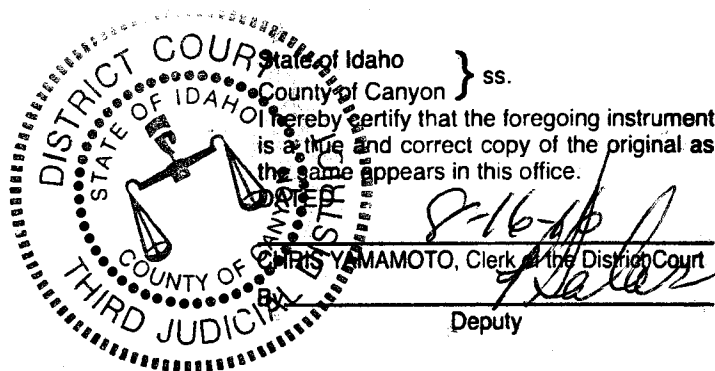
For reasons stated, the orders of the magistrate below are affirmed in all respects. The respondent is the prevailing party, and is entitled to his costs and reasonable attorney

fees, to be determined by this court as provided by I.C. §12-121 and Idaho Appellate Rule 41.

Dated: August 15, 2016.



Sr, Judge D. Duff McKee



CERTIFICATE OF SERVICE

The undersigned certifies that on 16 day of August, 2016, s/he served a true and correct copy of the original of the foregoing MEMORANDUM DECISION on the following individuals in the manner described:

- upon counsel for plaintiff:

Jeffrey A. Strother
ATTORNEY AT LAW
200 N 4th St, Ste 30
Boise, ID 83702

- upon counsel for defendant:

-

Daniel A. Miller
LUDWIG SHOUFLE MILLER JOHNSON, LLP
401 W Front St, Ste 401
Boise, ID 83702

- Kathy Waldemer
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

and/or when s/he deposited each a copy of the foregoing ORDER in the U.S. Mail with sufficient postage to individuals at the addresses listed above.

CHRIS YAMAMOTO,
Clerk of the Court

P. SALAS

By: _____
Deputy Clerk of the Court

In the Supreme Court of the State of Idaho

FILED
A.M. P.M.

OCT 11 2016

CANYON COUNTY CLERK
K WALDEMER, DEPUTY

PATRICIA J. THOMPSON,

Plaintiff-Appellant,

v.

RONALD L. THOMPSON,

Defendant-Respondent.

ORDER CONDITIONALLY
DISMISSING APPEAL

Supreme Court Docket No. 44522-2016
Canyon County No. CV-2013-198

A NOTICE OF APPEAL with attachment was filed in the District Court on September 23, 2016, from the MEMORANDUM DECISION filed on August 16, 2016, and JUDGMENT RE: FEES filed on September 21, 2016, and entered by Senior District Judge D. Duff McKee. A final District Court judgment shall begin with the words, "JUDGMENT IS ENTERED AS FOLLOWS:"..." and shall not contain any other wording between those words and the caption. It appears the JUDGMENT RE: FEES is not in compliance with Idaho Rules of Civil Procedure 54(a); therefore,

IT HEREBY IS ORDERED that this appeal shall be CONDITIONALLY DISMISSED as the JUDGMENT RE: FEES is not in compliance with I.R.C.P. 54(a); however, proceedings in this appeal SHALL BE SUSPENDED FOR TWENTY-ONE (21) DAYS OF THE DATE OF THIS ORDER for entry of a final District Court judgment removing the word, "HEREBY" in the caption, pursuant to I.R.C.P. 54(a).

IT FURTHER IS ORDERED that in the event proceedings in this appeal continue, counsel for Appellant shall file an AMENDED NOTICE OF APPEAL with the District Court Clerk in order to reflect the final District Court judgment from which this appeal is taken.

DATED this 7th day of October, 2016.

For the Supreme Court

Stephen W. Kenyon

Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
Court Reporter
District Judge D. Duff McKee

Entered on JSI
By: kg.

ORDER CONDITIONALLY DISMISSING APPEAL— Docket No. 44522-2016

FILED
A.M. P.M.

OCT 17 2016

CANYON COUNTY CLERK
A YOUNG, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON

Plaintiff/Appellant.

v.

Case No. CV 2013-198

RONALD L. THOMPSON

Defendant/Respondent

RULING ON FORM OF
AMENDED JUDGMENT

This matter is before the court for resolution of an issue that is an extreme elevation of form over substance in the application of I.R.C.P. 54(a)(1). The circumstances giving rise to the problem are as follows:

This court issued a memorandum decision ruling on an appeal from magistrates' court. This decision included an award of attorney fees on the appeal. A timely cost bill was submitted, and an order fixing the amount of fees was issued. A form of judgment was submitted for the attorney fees awarded, and on September 16, 2016, judgment was

entered. The operative words in the judgment as entered were “JUDGMENT IS HEREBY ENTERED AS FOLLOWS...”

A timely notice of appeal was filed by the plaintiff, and in due course the clerk’s record was assembled and transmitted to the Supreme Court. On October 7, 2016, the Supreme Court entered an order conditionally dismissing the entire appeal upon the grounds that the form of judgment, which pertained to the issue of costs and attorney fees only, was not in compliance with Rule 54(a)(1) of the Idaho Rules of Civil Procedure because it included the word “*hereby*.”

The word *hereby* is a word of general legal usage with a long history. The simple adverb means “by these words” or “by this instrument or document.” Although some may claim its use to be archaic and unnecessary, others claim that the word adds substance and dignity to a solemn legal pronouncement. From a pragmatic standpoint, even if the word *hereby* is considered to be nothing but redundant legalese, the inclusion of the word is completely harmless. To reject a legal instrument in its entirety upon grounds of surplus verbiage based upon the insertion of a single adverb that merely recognizes the solemnity of the instrument, but does not otherwise bear upon its meaning or application, appears to be an elevation of form over substance beyond the bounds of rational reason or common sense.

Nevertheless, the order of the Supreme Court needs to be accommodated. An obvious remedy would be to strike out the obnoxious word and initial the change. However, inquiry to the Supreme Court clerk’s office received the instruction that this approach would “not be recommended.” Since the conditional order has a time limit, and since there is no process in the order for a hearing or review or other application relief

under any alternative approaches to be taken, the vague caution from the clerk's office eliminates the simple interlineation as a practical alternative to the call for a new judgment. To overlook the simple means of striking out the surplus word, and instead to require the entry of a new judgment elevates the pointlessness of this process even farther into the reach of the absurd.

Resolution of this issue has now required the attention and efforts of two sets of attorneys and their staffs to review, research, prepare and transmit forms of proposed amended judgments to cure the objection raised in the conditional order of dismissal. It required the time and attention of the district court's staff attorney and docket clerk to pull up the file, manage the communications with counsel, review the submissions, relevant rules, and statutes, and brief the judge. Finally, it required time by the judge to sort out the issues and select the proper solution. On an individual basis, the time involvement may not have been significant; however, at today's billing rates, and including the overhead costs of the court and court staff, it would not surprise me to learn that the total cost of fixing this non-problem exceeded several thousand dollars.

That the entire judicial process should be brought to a grinding halt over the unwitting insertion of an innocent and essentially harmless adverb into the boilerplate recitals within the legal instrument boggles.

Counsel's Solutions

All of the proposed solutions from counsel suffer from the same malady – the insertion of perfectly rational and logical provisions to identify the judgment to the process that produced it, and to limit its application to no other. This objective, in any

reasonable circumstance, would seem to be a wise and careful step to take. In this case, they all run afoul of the Supreme Court's interpretation of the rule.

Plaintiff's first version comes closest, although the numeral "1" is surplus, since there are no subsequent paragraphs or sections, the capitalization is not as set forth in the rule, and the addition of the words "*for attorney fees*" may be suspect. The defendant's submission included the sentence, "*This award is a result of the Memorandum Decision entered by the Court on August 16, 2016,*" which would be unlikely to survive. This appears to be specifically prohibited by the language of the rule that provides, "A judgment must not contain a recital of pleadings, the report of a master, the record of prior proceedings, the court's legal reasoning, findings of fact, or conclusions of law." I.R.C.P. 54(a)(1). Plaintiff's final submission added the phrase, " ... *is now amended as set forth in this document.*" This is essentially what the adverb *hereby* means, and if it was surplus in one place, the risk would be great that it might be found surplus in another.

A recent case in Ada County involved a judgment dismissing the plaintiff's complaint. The language of the judgment was that the complaint be dismissed and the plaintiff take nothing thereby. Following this sentence, the judgment added the words, "*The defendant is the prevailing party.*" The appellate court dismissed the appeal because it concluded this additional wording in the judgment was irrelevant and contrary to the rule, and thereby invalidating the judgment. This is plainly not true, for a judgment of dismissal is not always and necessarily equivalent to the defendant prevailing. In any event, even if excess, the language would clearly be relevant, albeit perhaps redundant.

Given the language of the present order and knowledge of the entry of this previous order, and given the absence of any means to seek redress from the consequences of the Supreme Court's ruling, I conclude that the addition any extraneous words in a judgement not directly connected to the operative words necessary to define the relief being granted, or such as may be required by law, place the instrument at risk of being dismissed again.

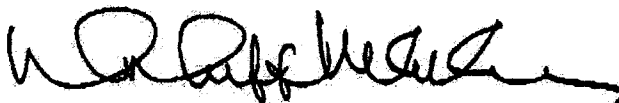
Conclusion

The form of judgment that has the best chance of not being rejected is as follows:

JUDGMENT IS ENTERED AS FOLLOWS: Judgment is entered in favor of the Defendant [name] and against the Plaintiff [name] for the sum of [amount].

The court will enter this form of judgment and notify counsel. Counsel's attention is called to the provisions of the ruling from the Supreme Court for further action required to reinstate the appeal.

Dated October 11, 2016.

A handwritten signature in black ink, appearing to read 'D. Duff McKee', with a long horizontal flourish extending to the right.

Sr. Judge D. Duff McKee

CERTIFICATE OF SERVICE

The undersigned certifies that on 17 day of October, 2016, s/he served a true and correct copy of the original of the foregoing RULING ON FORM OF AMENDED JUDGMENT on the following individuals in the manner described:

- upon counsel for plaintiff:

Jeffrey A. Strother
ATTORNEY AT LAW
200 N 4th St, Ste 30
Boise, ID 83702

- upon counsel for defendant:

Daniel A. Miller
LUDWIG SHOUFLE MILLER JOHNSON, LLP
401 W Front St, Ste 401
Boise, ID 83702

- Kathy Waldemer
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

and/or when s/he deposited each a copy of the foregoing ORDER in the U.S. Mail with sufficient postage to individuals at the addresses listed above.

CHRIS YAMAMOTO,
Clerk of the Court

By: _____


Deputy Clerk of the Court

CERTIFICATE OF SERVICE

F I L E D
A.M. P.M.

OCT 17 2016

CANYON COUNTY CLERK
A YOUNG, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON

Plaintiff/Appellant.

v.

Case No. CV 2013-198

RONALD L. THOMPSON

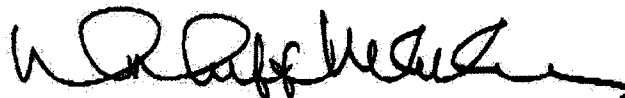
AMENDED JUDGMENT

Defendant/Respondent

JUDGMENT IS ENTERED AS FOLLOWS:

Judgment is entered in favor of the Defendant RONALD L. THOMPSON and
against the Plaintiff PATRICIA J. BELL (f/k/a/ THOMPSON) for the sum of \$3,282.50.

Dated October 11, 2016.



Sr. Judge D. Duff McKee

Amended
Judgment

CERTIFICATE OF SERVICE

The undersigned certifies that on 17 day of October, 2016, s/he served a true and correct copy of the original of the foregoing AMENDED JUDGMENT on the following individuals in the manner described:

- upon counsel for plaintiff:

Jeffrey A. Strother
ATTORNEY AT LAW
200 N 4th St, Ste 30
Boise, ID 83702

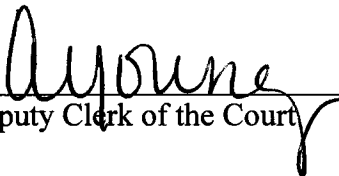
- upon counsel for defendant:

Daniel A. Miller
LUDWIG SHOUFLE MILLER JOHNSON, LLP
401 W Front St, Ste 401
Boise, ID 83702

- Kathy Waldemer
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

and/or when s/he deposited each a copy of the foregoing ORDER in the U.S. Mail with sufficient postage to individuals at the addresses listed above.

CHRIS YAMAMOTO,
Clerk of the Court

By: 
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

In the Supreme Court of the State of Idaho

FILED
A.M. 12:20 P.M.

OCT 20 2016

CANYON COUNTY CLERK
K WALDEMER, DEPUTY

PATRICIA J. THOMPSON,

Plaintiff-Appellant,

v.

RONALD L. THOMPSON,

Defendant-Respondent.

ORDER WITHDRAWING
CONDITIONAL DISMISSAL
AND REINSTATING APPEALSupreme Court Docket No. 44522-2016
Canyon County No. CV-2013-198

On October 7, 2016, this Court issued an ORDER CONDITIONALLY DISMISSING APPEAL and proceedings in this appeal were SUSPENDED for the entry of a judgment in the District Court, pursuant to I.R.C.P. 54(a). Thereafter, an AMENDED JUDGMENT was entered by Senior District Judge D. Duff McKee and filed on October 17, 2016, a copy of which appears to be in compliance with I.R.C.P. 54(a); therefore,

IT HEREBY IS ORDERED that the ORDER CONDITIONALLY DISMISSING APPEAL issued by this Court on October 7, 2016, shall be WITHDRAWN and proceedings in this appeal shall be REINSTATED.

IT FURTHER IS ORDERED that counsel for Appellant shall file an AMENDED NOTICE OF APPEAL in the District Court in order to specify the judgment from which this appeal is taken.

DATED this 20th day of October, 2016.

For the Supreme Court



Karel A. Lehrman, Chief Deputy Clerk for
Stephen W. Kenyon, Clerk

cc: Counsel of Record
District Court Clerk
Court Reporter
District Judge D. Duff McKee

Entered on JSI
By: lg

ORDER WITHDRAWING CONDITIONAL DISMISSAL AND REINSTATING APPEAL – Docket No. 44522-2016

FILED
9:12 A.M. P.M.

Jeffrey A. Strother, ISB No. 2014
STROTHER LAW OFFICE
200 N. Fourth Street, Suite 30
Boise, Idaho 83702
Telephone: (208) 342-2425
Facsimile: (208) 342-2429

OCT 21 2016

CANYON COUNTY CLERK
K BRONSON, DEPUTY

Attorneys for Defendant/Appellant

**IN THE DISTRICT COURT FOR THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

PATRICIA J. THOMPSON,

Plaintiff/Appellant,

vs.

RONALD L. THOMPSON,

Defendant/Respondent.

Case No. CV 13-198

AMENDED NOTICE OF APPEAL

TO: RESPONDENT RONALD L. THOMPSON AND HIS ATTORNEY SCOT M. LUDWIG OF LUDWIG SHOUFLE MILLER JOHNSON LLP, 401 W. FRONT STREET, SUITE 401, BOISE, IDAHO 83702, AND THE CLERK OF THIS COURT

NOTICE IS HEREBY GIVEN THAT:

1. Appellant Patricia J. Thompson, n/k/a Patricia J. Bell, appeals against respondent Ronald Thompson to the Idaho Supreme Court from the Memorandum Decision on Appeal entered in this action on August 16, 2016, and the Amended Judgment entered on October 17, 2016, the Honorable Senior Judge D. Duff McKee presiding. Copies of that decision and Amended Judgment are attached to this notice.

2. Appellant Thompson has the right to appeal to the Idaho Supreme Court, and

AMENDED NOTICE OF APPEAL - 1

the decision identified in paragraph 1 above is an appealable order under and pursuant to Rule 11(a)(2) of the Idaho Appellate Rules. Moreover, the judgment identified in paragraph 1 is an appealable judgment under and pursuant to Rule 11(a)(1) of the Idaho Appellate Rules.

3. The issues which appellant Thompson now intends to assert in the appeal are:

- a. To what extent is the memorandum decision of the District Court entitled to consideration in this appeal?
 - b. Did the Magistrate err in concluding that Counts One and Two of plaintiff's motion to enforce the Judgment failed to state a claim upon which the court could grant relief?
 - c. Did the Magistrate err in denying Bell's Rule 56(f) request for an opportunity to conduct discovery to establish the facts at issue in her motion to enforce the Judgment?
 - d. Did the District Court err in determining that appellant's appeal of the Magistrate's orders listed above was frivolous and in awarding attorney fees to the respondent?
4. No order has been entered sealing any portion of the record.
5. (a) A reporter's transcript of the hearing before the District Court has been requested.
- (b) The appellant requests the preparation of the following portions of the reporter's transcript by hard copy: The transcript of the oral argument before the District Court on August 4, 2016.

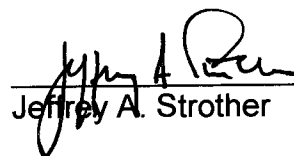
6. Appellant Thompson requests the following documents to be included in the clerk's record in addition to those automatically included under Rule 28 of the Idaho Appellate Rules:

- a. Motion for Relief from Judgment filed on October 30, 2014;
- b. Motion to Dismiss filed on December 12, 2014;
- c. Memorandum Supporting Motion to Dismiss filed on December 12, 2014;
- d. Affidavit of Ronald Thompson filed on December 12, 2014;
- e. Second Affidavit of Ronald Thompson filed on December 12, 2014;
- f. Amended Motion to Dismiss filed on December 24, 2014;
- g. Second Affidavit of Ronald Thompson filed on December 24, 2014;
- h. Rule 56(f) Motion filed on January 7, 2015;
- i. Memorandum in Support of Rule 56(f) Motion filed on January 7, 2015;
- j. Objection to Second Affidavit of Ronald Thompson filed on January 7, 2015;
- k. Affidavit of Patricia Bell filed on January 7, 2015;
- l. Affidavit of Jeffrey A. Strother filed on January 7, 2015;
- m. Memorandum in Opposition to Motion to Dismiss filed on January 7, 2015;
- n. Affidavit of Ronald Thompson filed on January 14, 2015;
- o. Reply Memorandum in Support of Motion to Dismiss filed on January 14, 2015;
- p. Reply to Rule 56(f) Motion filed on January 14, 2015;
- q. Second Affidavit of Patricia Bell filed on January 14, 2015; and
- r. Response to Objection to Second Affidavit of Ronald Thompson filed on January 14, 2015.

- s. Ruling on Form of Amended Judgment entered on October 17, 2016.
- 7. Appellant does not request any documents, charts or pictures to be copied or sent to the Supreme Court.
- 8. I certify that:
 - a. A copy of this Notice of Appeal has been served on the following reporter:
Cathy Waldemer, Appeals/Transcript Clerk, Canyon County Courthouse,
1115 Albany Street, Room 114, Caldwell, Idaho 83605
 - b. That the clerk of the district court has been paid the estimated fee for preparation of the reporter's transcript;
 - c. The estimated fee for preparation of the clerk's record has been paid.
 - d. The appellate filing fee has been paid.
 - e. Service has been made upon all parties required to be served pursuant to Rule 20 of the Idaho Appellate Rules.

DATED this 20th day of October, 2016.

STROTHER LAW OFFICE



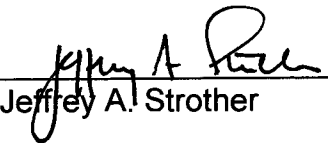
Jeffrey A. Strother

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 20th day of October, 2016, I caused a true and correct copy of the foregoing document to be served upon the following individual(s) by the method indicated below and addressed as follows:

Scot M. Ludwig
Ludwig, Shoufler, Miller, Johnson, LLP
401 W. Front Street, Suite 401
Boise, ID 83702

☐ U.S. Mail, postage prepaid
☐ Hand Delivered
☐ Overnight Mail
☒ By Facsimile at (208) 387-1999



Jeffrey A. Strother

FILED
A.M. P.M.

AUG 16 2016

CANYON COUNTY CLERK
P SALAS, DEPUTY

↓
Appeal Date
9/27/16

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,

Plaintiff/Appellant,

v.

RONALD L. THOMPSON,

Defendant/Respondent.

Case No. CV 13-198

MEMORANDUM DECISION

This matter is before the court on appeal from the order of the magistrate below denying plaintiff's motion for relief from judgment filed pursuant to I.R.C.P. 60(b) and the related motion for discovery filed pursuant to I.R.C.P. 56(f). The plaintiff-appellant in this matter, Patricia J. Thompson, appears by counsel, Jeffrey A. Strother, Boise. The defendant-respondent in this matter, Ronald L. Thompson, appears by counsel, Scot M. Ludwig and Daniel A. Miller of Ludwig Shoufler Miller & Johnson, Boise. The matter has been fully briefed and was argued at hearing on Thursday, August 4, 2016.

Memorandum Decision

For reasons stated below, the orders of the magistrate are affirmed in all respects. Respondent is awarded costs and attorney fees.

Facts and Procedural History

After a tortuous litigation course, the parties were divorced by decree entered August 21, 2013. By that decree, and as is relevant here, the wife was awarded ownership of a certain term life insurance policy on the husband.¹ The annual premium on the policy was due in September of 2013. The premium was not paid. If any notices or warnings were sent by the company regarding the annual premiums, they went to the husband and he did not forward them to the wife. If there was any grace period under which the policy could have been reinstated, any notices from the company pertaining to this went to the husband and he did not forward them to the wife.

The first contact by the wife to the insurance company came in June of 2014, at which time she inquired through counsel of the status of the policy and when the next premium would be due. She was notified by the company that the policy had lapsed for non-payment of premium in September of 2013.

In October of 2014, the wife filed a motion for relief from judgment under Rule 60(a), 60(b)(5) and 60(b)(6), I.R.C.P. The motion contained two grounds for relief: the first count sought a reallocation of community assets upon the grounds that, since the life insurance policy had lapsed, it would no longer be equitable to enforce the judgment as written. The second ground for relief alleged that the facts demonstrated a breach of duty

¹ The exact wording of the judgment on this item is "Plaintiff shall own, control and as beneficiary be entitled to continue in effect, at her sole expense, the Term Life Policy on Defendant." Paragraph 12 of Judgment and Decree entered August 21, 2013.

on the part of the husband giving rise to a claim for monetary damage in the amount of \$300,000, alleged to be due on account of the lapsed life insurance policy.

As is relevant here, the defense filed a motion to dismiss under Rule 12(b) I.R.C.P., contending the motion for relief from judgment failed to state claims upon which relief could be granted and that the court below lacked jurisdiction to reopen the judgment and consider the claims as alleged. Both sides filed affidavits in support of their positions. In addition, plaintiff filed a motion pursuant Rule 56(f) I.R.C.P. seeking leave and time to conduct discovery.

On January 14, 2015, a hearing was held on all motions. On January 30, 2015, the court entered an order granting the motion to dismiss under I.R.C.P. 12(b) and denying the motion for discovery under I.R.C.P. 56(f), which in effect denied any relief to the plaintiff on the motion as filed under I.R.C.P. 60(b).

There were other issues between the parties, and the case was continued for resolution of those other issues. On September 11, 2015, the parties appeared and presented a stipulation for the record resolving all remaining issues. By this stipulation, the plaintiff reserved the right to appeal the court's dismissal of her motion for relief from judgment. The court accepted the stipulation, all other issues were resolved and a final order disposing of all pending issues was entered. The motion for relief from judgment was deemed final and reserved for appeal.

Plaintiff appeals from the denial of the Rule 56(f) motion, and from the granting of the Rule 12(b) motion which in effect constituted the denial of all relief under the Rule 60(b) motion.

Analysis

The Motion for Relief from Judgment

To my mind, the viability of the two claims advanced in the motion for relief from judgment turn on the issue of what duty, if any, did the husband owe to the wife after entry of the divorce decree in August of 2013, whether under the divorce decree, in contract, or in tort? Is there any theory under the facts presented where the wife would be entitled to any relief, either at law or in equity?

Specifically, did the husband owe any duty to the wife to take any affirmative action of any kind with respect to the life insurance policy that was awarded to her by the decree? Such duty might consist of: to prepare and deliver an assignment of policy, to notify the insurance company that the policy had been assigned, to notify the insurance company of a change of address of the owner, to forward to the wife any notices of communications received from the company, to make any payment of premium, to notify the wife that the premium had not been paid, to notify the wife of any notices received, if any, pertaining to any grace period, to forward copies of any such notice, if any, to the wife, to notify the wife that the policy would lapse if something was not done during the grace period.

I conclude, for reasons stated below, that no such duty existed, and therefore no theory is available in law or at equity that would give rise to any element of relief from the judgment as entered based upon any of the grounds alleged in the motion for relief as filed. Since no theory exists, no point would be served in opening discovery, and there was no basis for the motion under Rule 56(f).

As between the parties, the judgment fixed the rights, entitlements, and duties as of August 21, 2013, the date the judgment was entered. From and after that date, all of the rights and entitlements inured to the wife, and all the obligations of securing those rights and entitlements, fell upon her. As between the parties, the policy belonged to the wife.

This meant that it was incumbent upon her to notify the company as to the affect and effect of the judgment, and to inform herself as to her responsibilities to maintain the coverage. She needed to supply the appropriate documentation, if the judgment alone was not sufficient, to complete her recognition as the owner on the record of the insurance company. To say it the other way around, the husband had no duty or obligation after August 21, 2013, with regard to the insurance policy other than to stay out of her way.

Plaintiff argues that *Rudd v Rudd*, 105 Idaho 112 (1983), is analogous to the situation here. In that case, the divorce decree ordered that all of the property be sold with the proceeds to be divided between the parties. The sale never occurred, and five years later a motion was filed under I.R.C.P. 60(b)(5) asking the court to eliminate the order of sale and re-divide the actual property between the spouses. The supreme court held that the provision of the decree requiring that the property be sold at some future date was sufficient to make the decree prospective in application, and therefore amenable to modification under Rule 60(b)(5).

In this case, the plaintiff here argues that the decree would not be fully applied until the policy was actually assigned, which required the husband to execute the required forms, and which made the decree somewhat prospective in application, similar to the circumstances under *Rudd v Rudd*, *supra*. The plaintiff's argument continues that since

the assignment did not occur, and since the policy lapsed in the meantime, it would be inequitable to leave the decree in place. The argument is not persuasive.

The decree was fully applied as to the life insurance property upon its issuance. There was nothing left to accomplish or adjudicate as between the parties; all of the rights and entitlements were fixed and absolute upon entry of the decree. Any further documentation was not a requirement to fix the rights between the parties, but only to document that right on the books of the insurance company. The right, duty and obligation belonged to the wife, if she intended to take over the benefits of the property, to complete the documentation with the company. She was not obligated to do so; she did not have to take over the insurance or make any payments – it was entirely up to her to take whatever action she wished after the judgment was entered.

The plaintiff argues that under insurance law, citing Idaho Code § 41-1826, the policy was not assigned until the proper assignment had been received by the company. Again, the argument is not persuasive. The provisions of the insurance code pertain to the right and obligations of the company to the owner and/or beneficiaries, but not necessarily to the rights and obligations of the parties to a divorce in the process of determining who is to become the owner.

There is no dispute that the policy was in good standing on August 21, 2013, and up to and including mid-September of 2013, when the next annual premium was due. The wife had ample time and opportunity to contact the company and inform herself on the exact status of the policy, and upon what, if anything, needed to be done to complete the recognition of her as the sole owner on the records of the company, and, as is particularly relevant here, to how much the next premium payment would be and when it would be

due. The husband had no interest in any of these matters after August 21, 2013, and no duty to the wife on account of any of them.

With these conclusions established, the two grounds advanced in plaintiff's motion for relief from judgment fail to state any cognizable claim for relief. In the first count, she seeks equitable relief because of the policy lapse. However, the policy was in good standing on the date of judgment, the wife had ample time to secure any changes on the company's records that were needed, and the payment of premium was her responsibility. There is no equitable reason to revisit the allocation of property because the policy lapsed for failure to make the premium payment after the entry of the judgment which set the policy over to the wife.

Plaintiff complains that any notices of premium due were sent to the husband, and he did not forward them on. However, the wife had ample time to notify the company to change the address so that any needed notices would come to her. She had no need to rely upon the husband to forward any notices, she could have taken care of this herself by simply notifying the company. There is no reason at law, and none raised by the facts to impose any duty upon the husband after the entry of judgment.

Plaintiff argues that the policy "belonged" to the husband, and that the only way to get it to the wife would be by way of assignment on company forms. Plaintiff argues that the husband therefore had a duty to obtain, complete, and submit the assignment forms. Plaintiff points to a clause in the decree whereby each party is obligated to execute any necessary documents to effect the implementation of the decree. The argument does not reach the imposition of any duty on the part of the husband to initiate any action in this area. The duty was on the wife to obtain the necessary forms and fill them out. If

needed, the husband was obligated to sign the assignment if presented to him by either the wife or the company, but he had no duty to initiate the preparation of anything.

In this area, the judgment was final. There was no element of performance required of the husband into the future upon which any continuing jurisdiction of the court could attach. The loss of the asset was not through some unforeseen event, it was a failure on the part of the wife to take the steps necessary to take control of the asset awarded to her. There exists no basis in law for relief from judgment under I.R.C.P. 60(b)(5).

In the second ground for relief, the wife alleges that the judgment was the result a of stipulation between the parties on division of assets, that implicit in that stipulation is the implied covenant of good faith and fair dealing which required the husband to forward the premium notices and warnings to the wife, and that the husbands failure to do so was a breach of the covenant of good faith and fair dealing for which the wife may be entitled to money damages.

A stipulation can be a form of contract, and the implied duty of good faith and fair dealing could arise under a stipulation. *See Gunderson v. Golden*, 159 Idaho 344, 346, 360 P.3d 353, 355 (Ct. App. 2015), *reh'g denied* (Nov. 3, 2015). However, where the subject of the stipulation is for entry of judgment, any contractual provisions of the stipulation and any duty created thereby would not survive the entry of judgment based upon the stipulation. *Phillips v. Phillips*, 93 Idaho 384, 386, 462 P.2d 49, 51 (1969). Thus, the duty of good faith and fair dealing applies only during the time between the creation of stipulation and the entry of judgment, and would prevent either party from taking any affirmative action to defeat the intent of the stipulation. *See id.* Here, there was

no act or conduct on husband's part between execution of the stipulation and entry of judgment that operated to interfere with the operation of the judgment. There is no allegation that the husband misrepresented any fact to the wife or to the court in connection with the entry of the decree. The contract issues imbedded in the stipulation all evaporated, or were merged into and completely consumed by the entry of judgment.

The husband's failure to forward copies of premium notices, if any, or to make the premium payment himself were not affirmative acts detrimental to the plaintiff that could be the basis of any claim of breach of the implied duty of good faith and fair dealing. According to the terms of the stipulation, the wife was to be responsible for the future premium payments from and after the entry of the decree. The implied duty of good faith and fair dealing cannot be construed in a manner which would obviate or avoid a declared term of the contract. *See First Sec. Bank of Idaho, N.A. v. Gaige*, 115 Idaho 172, 765 P.2d 683 (1988). Here, the declared term was that all expenses of maintaining the insurance into the future were exclusively the wife's. The implied covenant cannot be used to create any duty on the part of the husband to be responsible for maintaining any part of the policy after the date of judgment.

Plaintiff seems to argue that the husband might have a duty in tort to forward premium notices to the wife, and that a breach might constitute a tort for which money damages are available. A duty of good faith and fair dealing in tort does exist, but in Idaho it has been applied only to actions against casualty insurance companies in determining the insurer's duties to defend and indemnify under the policy. *See White v. Unigard Mut. Ins. Co.*, 112 Idaho 94, 730 P.2d 1014 (1986); *See also Lucas v. State Farm Fire & Cas. Co.*, 131 Idaho 674, 677, 963 P.2d 357, 360 (1998). The tort standard

does not otherwise apply in Idaho, and would not apply to the circumstances of this case. The only tort theory that might be available would be tortious interference with contract - but that requires some tortious and wrongful act on the part of the husband, and there is no allegation of such in the moving papers or any indication of such in any of the facts alleged. Mere inaction is not sufficient to be construed as a wrongful or tortious act, in the absence of a duty to act imposed by the judgment, and no duty under any theory of good faith and fair dealing exists where none existed under a plain reading of the judgment.

I conclude that there is no implied duty of good faith and fair dealing imposed upon a judgment debtor or judgment obligor beyond the exact and express terms of the judgment. The only duties imposed are those that are expressly declared in the text of the judgment. There is no contractual covenant of good faith and fair dealing imposed by virtue of the stipulation for judgment. The terms of the stipulation were merged into the judgment, and only the judgment survived. Finally, there is no duty of good faith and fair dealing in tort that can be reached by any allegation raised here. The duty in tort under a life insurance policy arises only in actions against the company for lack of good faith in settlement practices and has no application to actions between parties to a policy.

Therefore, none of the allegations contained in either of the counts included in plaintiff's motion for relief from judgment provide any basis for intervention by the court below. There was nothing within reach of either of the two counts of the motion for relief which would support any relief from the judgment as entered. The magistrate did not err in granting the defense motion under Rule 12(b) which had the effect of denying the plaintiff's motion under Rule 60(b).

The Discovery Motion

The plaintiff filed a motion for a continuance in order to conduct discovery under I.R.C.P. 56(f). Both sides submitted affidavits to support their positions under the motion. The argument is made that if the court was to rely upon any of the supplemental material, that the motion under Rule 12(b) had to be considered a motion for summary judgment under I.R.C.P. 56. Plaintiff's counsel argued that discovery could be sought from the insurance company to establish that invoices and notices had been sent out to the husband, even after the entry of the divorce decree, but that the husband had not forwarded any of the material to his wife.

I am not persuaded. As is discussed above, upon the analysis of all of the material that was submitted, the determination is clear that no theory exists for relief from judgment in this case. Since no theory exists, no purpose would be served by granting time for more discovery in any event.

To reiterate the conclusion: the judgment as entered was a final and complete adjudication of the rights of the parties with respect to the insurance policy. There was no prospective application of judgment necessary as between the parties to carry out the property division adjudicated. The only thing remaining under the judgment was execution upon the judgment, which was entirely under the control and direction of the wife. The judgment did require that each party cooperate with the other in providing any documentation necessary to implement parts of the decree if necessary, but this requirement cannot reasonably be read as one creating any duty on the part of the other party to take any active, independent action at all. The requirement of cooperation is only to sign forms where necessary which the wife might obtain from the insurance company

to document the change ownership on the records of the company, designate beneficiaries, etc. The proviso of the decree for cooperation does not in way make the operative clause awarding the policy to the wife one of prospective application.

For the reasons stated, I concluded none of the grounds for relief under I.R.C.P. 60(b) are applicable. There are no other equitable considerations alleged that would bring Rule 60(b)(6) into play. There is no allegation in the motion of any fraud or misrepresentation by the husband to the wife. It does not matter what plaintiff might learn with respect to invoices and notification from the company, as none of it would make any difference. Whatever might have been sent by the company to the husband does not operate to create any duty on the part of the husband. The plain fact is that it was incumbent upon the plaintiff to notify the company of her interest in the policy in a timely manner, and take over responsibility for the payment of all future premiums.

For all of these reasons, I conclude that allowing further discovery would be pointless. There is no set of facts that can be constructed within reach of any of the allegations contained in the motion or within reach of the judgment as entered. The magistrate did not err in denying the motion for discovery under I.R.C.P. 56(f).

Aspects of Summary Judgment

The argument is made that the magistrate erred in mixing up the treatment of issues under I.R.C.P. 12(b) as opposed to I.R.C.P. 56. It is true that a motion under I.R.C.P. 12(b) tests the sufficiency of the allegations contained within the pleading to which it is addressed, without regard to the sufficiency of the facts which might exist to support the allegations. When addressing an initial complaint, issues raised under Rule 12(b) must be decided within the four corners of the pleading, without reference to any

material outside of the complaint. If material outside the complaint, such as affidavits, is considered, the motion is to be considered as a motion for summary judgment under I.R.C.P. 56. In this case, the argument is made and affidavits were advanced and considered by the judge below, thus requiring that the motion be considered under standards applicable to summary judgment. All of this is accurate and on point if the pleading being attacked by the Rule 12(b) motion is an initial pleading, such as a complaint.

Here, however, the pleading under attack by the Rule 12(b) motion is another motion – a motion under Rule 60(b). A motion to dismiss a motion is an unnecessarily redundant pleading; a formal response to motion, in the sense of an answer or dispositive motion to a complaint, is not required. All defenses to a motion are available, and may simply be raised in the briefs or at argument. One does not ordinarily need to seek the dismissal of a motion for relief from judgment – it usually sufficient to seek to have the motion denied. When a motion under Rule 12(b) is submitted in opposition to a motion under some other rule, the circumstance can be treated as analogous to raising the issue by brief. It does not convert the proceedings into something different, even where, as here, the court below reached the result by granting the motion to dismiss rather than denying the base motion. The appellate review is still a review of the motion under Rule 60(b).

In that context, it is immaterial whether the court below considered the result of the denial of the Rule 60(b) motion under rules applicable to summary judgment or to judgment on the pleadings. What is clear is that, however construed, the motion for relief from judgment is not sustainable. The magistrate made no findings of fact, but simply

denied the motion. The ruling stands as a ruling of law that under any construction of facts within the reach of the allegations as framed in the motion, relief under the motion is not available.

Given the absolute application of the judgment on the issue, the absence of any allegation of fraud or misrepresentation in the motion, the absence of any duty imposed on the part of the husband, the magistrate's conclusion was correct as a matter of law. There is no reason to disturb her ruling.

Attorney Fees on Appeal

Plaintiff's argument is imaginative and cleverly constructed. Unfortunately, it is constructed on thin air -- the assumption that the court would or should find some duty on the part of the husband to be fair or businesslike in dealing with his ex-wife after entry of the decree. However, I think the law is clear that there is no duty whatever - and issues of fairness or reasonable conduct never come into play. As such, the motion as filed was without foundation and, albeit artfully crafted, was frivolous. Costs and attorney fees are awarded to the husband.

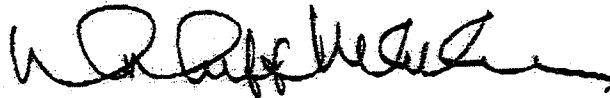
Conclusion

For reasons stated, the orders of the magistrate below are affirmed in all respects.

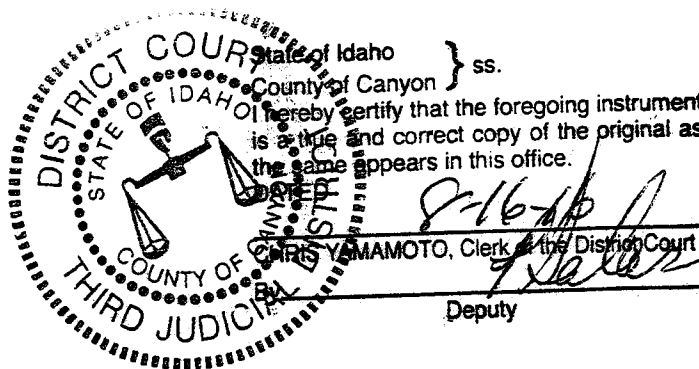
The respondent is the prevailing party, and is entitled to his costs and reasonable attorney

fees, to be determined by this court as provided by I.C. §12-121 and Idaho Appellate Rule 41.

Dated: August 15, 2016.



Sr, Judge D. Duff McKee



CERTIFICATE OF SERVICE

The undersigned certifies that on 16 day of August, 2016, s/he served a true and correct copy of the original of the foregoing MEMORANDUM DECISION on the following individuals in the manner described:

- upon counsel for plaintiff:

Jeffrey A. Strother
ATTORNEY AT LAW
200 N 4th St, Ste 30
Boise, ID 83702

- upon counsel for defendant:

-

Daniel A. Miller
LUDWIG SHOUFLE MILLER JOHNSON, LLP
401 W Front St, Ste 401
Boise, ID 83702

- Kathy Waldemer
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

and/or when s/he deposited each a copy of the foregoing ORDER in the U.S. Mail with sufficient postage to individuals at the addresses listed above.

CHRIS YAMAMOTO,
Clerk of the Court

P. SALAS

By: _____
Deputy Clerk of the Court

FILED
AM P.M.
OCT 17 2016
CANYON COUNTY CLERK
A YOUNG, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON

Plaintiff/Appellant.

v.

Case No. CV 2013-198

RONALD L. THOMPSON

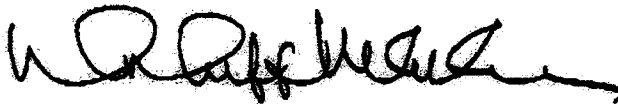
AMENDED JUDGMENT

Defendant/Respondent

JUDGMENT IS ENTERED AS FOLLOWS:

Judgment is entered in favor of the Defendant RONALD L. THOMPSON and
against the Plaintiff PATRICIA J. BELL (f/k/a/ THOMPSON) for the sum of \$3,282.50.

Dated October 11, 2016.



State of Idaho }
County of Canyon } ss. Sr. Judge D. Duff McKee

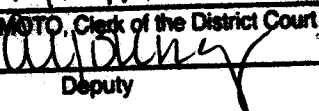
I hereby certify that the foregoing instrument
is a true and correct copy of the original as
the same appears in this office.

DATED

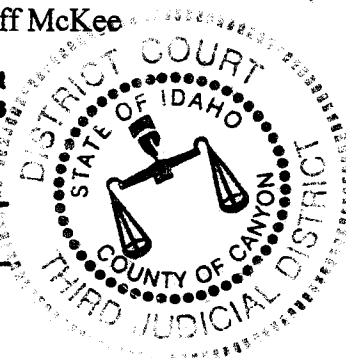
10/17/16

CHRIS YAMAMOTO, Clerk of the District Court

By


Deputy

Amended
Judgment



CERTIFICATE OF SERVICE

The undersigned certifies that on 17 day of October, 2016, s/he served a true and correct copy of the original of the foregoing AMENDED JUDGMENT on the following individuals in the manner described:

- upon counsel for plaintiff:

Jeffrey A. Strother
ATTORNEY AT LAW
200 N 4th St, Ste 30
Boise, ID 83702

- upon counsel for defendant:

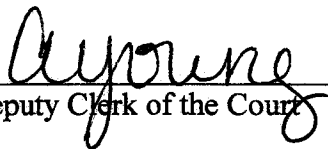
Daniel A. Miller
LUDWIG SHOUFLE MILLER JOHNSON, LLP
401 W Front St, Ste 401
Boise, ID 83702

- Kathy Waldemer
Appeals Clerk
Canyon County Courthouse
1115 Albany
Caldwell, Idaho 83605

and/or when s/he deposited each a copy of the foregoing ORDER in the U.S. Mail with sufficient postage to individuals at the addresses listed above.

CHRIS YAMAMOTO,
Clerk of the Court

By: _____


Deputy Clerk of the Court

CERTIFICATE OF SERVICE

SCOT M. LUDWIG
DANIEL A. MILLER
LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP
Attorneys at Law
401 West Front Street, Suite 401
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Facsimile: 208-387-1999
ISB 3506
ISB 3571

Attorney for Defendant/Respondent

FILED
11:38 A.M.
NOV 04 2016
CANYON COUNTY CLERK
K WALDEMER, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

PATRICIA J. THOMPSON,)	
)	
Plaintiff/Appellant,	)	CASE NO. CV-2013-198
)	
vs.	)	REQUEST FOR
	)	ADDITIONAL RECORD
RONALD L. THOMPSON,)	
)	
Defendant/Respondent.)	
_____)	

TO: THE ABOVE-NAMED APPELLANT, PATRICIA J. THOMPSON, AND HER ATTORNEY OF RECORD, JEFFREY A. STROTHER, AND THE CLERK OF THIS COURT:

NOTICE IS HEREBY GIVEN, that the Respondent in the above-entitled proceeding hereby requests pursuant to Rule 19, Idaho Appellate Rules, the inclusion of the following material in the Clerk's record in addition to that required to be included by the Idaho Appellate Rules and the

REQUEST FOR ADDITIONAL RECORD - 1

Amended Notice of Appeal:


1. Defendant's Reply to Motion for Relief from Judgment and for Modification of Judgment filed December 12, 2014; and
2. Respondent's Reply Brief filed June 2, 2016.

I certify that a copy of this request was served on the following Clerk:

Cathy Waldemer, Appeals/Transcript Clerk, Canyon County Courthouse, 1115 West Albany Street, Room 114, Caldwell, Idaho 83605, and upon all parties required to be served pursuant to Rule 20 of the Idaho Appellate Rules.

DATED This 26 day of October, 2016.

LUDWIG ♦ SHOUFLER ♦ MILLER ♦ JOHNSON, LLP

By 

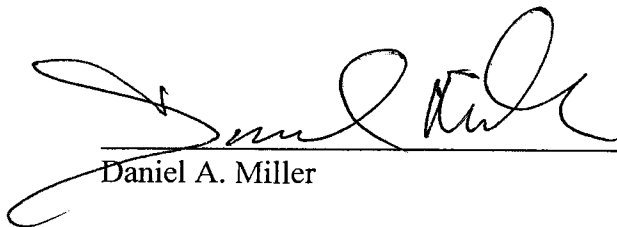
Daniel A. Miller,
Attorneys for Defendant/Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 26 day of October, 2016, I caused a true and correct copy of the foregoing document to be served upon the following as indicated:

Jeffrey A. Strother
STROTHER LAW OFFICE
200 North 4th Street, Suite 30
Boise, Idaho 83702

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile Transmission
(208)342-2429



Daniel A. Miller

265

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TO: Clerk of the Court
Idaho Supreme Court
451 West State Street
Boise, Idaho 83720

DOCKET NO. 44522

(
(THOMPSON,
(
(vs.
(
(THOMPSON,
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NOTICE OF TRANSCRIPT LODGED

Notice is hereby given that on October 18, 2016, I lodged 0 & 3 transcript of 55 pages in length, consisting of a Motion Hearing, 08-04-16, in the above-referenced appeal with the District Court Clerk of the County of Canyon in the Third Judicial District.

Kimberly R. Hofkins, RPR, CSR #703

10-16-16